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PROBATE SPECIAL MASTER

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

IN THE MATTER

OF

THE KALIMA CLASS ACTION
SETTLEMENT TRUST DATED JUNE 23,
2023.

T. No. 1CTR-23-0000142
(Trust)

**PROBATE SPECIAL MASTER'S
REPORT RE: PETITION FOR
INSTRUCTIONS #3, FILED ON
JANUARY 29, 2024; EXHIBITS "1" –
"3"; CERTIFICATE OF SERVICE**

Hearing:

Date: May 3, 2024

Time: 10:00 a.m.

Judge: Honorable Jeannette H. Castagnetti

**PROBATE SPECIAL MASTER'S
REPORT RE: PETITION FOR INSTRUCTIONS #3**

COMES NOW, EMILY H. KAWASHIMA, ESQ. ("Master"), duly appointed Probate Special Master to examine the Petition for Instructions #3, filed January 29, 2024 (the "Petition"), and respectfully submits this Report.

I. INTRODUCTION

This Master was appointed by *Joint Order Adopting Settlement Special Master's Findings and Recommendations and Appointing Probate Special Master* (the "Appointment Order") [Dkt. 1617], filed on March 3, 2023, in *Kalima v. Hawaii*, Civ. No. 99-4771-12 LWC

(“Kalima”), for the purposes set forth in the Appointment Order, as well as by the *Omnibus Order Re: Kalima Class Qualified Settlement Trust Proceedings*, filed on December 29, 2023 [Dkt.12] (“Omnibus Order”), entered herein to examine and report on the Petitions for Instructions filed in this proceeding. The Omnibus Order requests that your Master: (1) examine and report findings and recommendations to the Court on all Petitions and on any other relevant matters in this Trust proceeding as deemed appropriate by the Master or the Court; (2) provide periodic status reports to the Court; and (3) address any outstanding issues contained in the Petitions or other pleadings filed in this proceeding.

This Report is filed pursuant to Rules 28 and 29 of the Hawaii Probate Rules.

Those appearing in these proceedings are Probate Special Counsel Scott C. Suzuki, Esq. and those proposed beneficiaries of the Trust Petitioners as noted below.

Your Master has examined the pleadings and their respective exhibits, in addition to other documents, most of which are listed below. Your Master has corresponded with some individuals and provides the following findings and recommendations.

II. DOCUMENTS EXAMINED AND OTHER RESEARCH

Your Master examined, among other things, the following pleadings and documents:

- Petition for Instructions #3, filed January 29, 2024, with Exhibits
- Notice of Hearing published in the Star Advertiser on February 19, 2024, February 26, 2024 and March 4, 2024.
- Omnibus Order Re: Kalima Class Qualified Settlement Trust Proceedings, filed on December 29, 2023
- Kalima Qualified Settlement Trust, attached to the Omnibus Order (“QST”)
- Probate Plan, attached to the Omnibus Order

- Facilitator database, Epic Claims Administrator
- Exhibits and objections submitted to the Claims Administrator

A. Interviews

Your Master corresponded with a few individuals related to each Deceased Class Member as more fully outlined below.

B. Efforts to Locate Wills

Several of the deceased Class Members died intestate. In a typical probate proceeding seeking adjudication of intestacy, the Court will inquire about the efforts made to locate a Will. As this is not a typical probate proceeding, the Claims Administrator Representative, Robert Coomes, filed a declaration on December 21, 2023, that details all of the efforts they have made to give notice to Class Members and the deceased Class Members' families. [Dkt. 3] They were asked to provide all relevant estate planning information and documents to the Claims Administrator. The same information is posted on the Kalima Lawsuit website that is available to the public. There is a toll-free phone number to contact the Claims Administrator. Given the number of notices and efforts made by the Claims Administrator, your Master believes that deceased Class Members' families have had ample notice to provide a Will or Trust for their decedent, if one exists.

Furthermore, the family will receive a copy of this Petition and if the decedent is noted to be intestate, but there actually is a Will, your Master expects the family to contact the Claims Administrator, your Master, Probate Special Counsel or to appear at the Court hearing.

III. BACKGROUND

As the Court is aware, the purpose of these Petitions for Instructions is to provide an efficient and cost-effective, yet accurate procedure to identify the proper heirs and devisees of those Kalima Class Members who are no longer living. Probate Special Counsel has researched each Deceased Class Member's family background based on self-reporting, database information, court records and oral history. Probate Special Counsel has also provided notice of the Probate Plan, Qualified Settlement Trust and notice of this hearing by U.S. Postal mail, publication of notice in the Honolulu Star-Advertiser and links to the documents on the Info-Kalima.com website.

Probate Special Counsel published Notice of the hearing on this Petition #3 in the Honolulu Star-Advertiser on February 19, 2024, February 26, 2024 and March 4, 2024. Your Master is satisfied that all interested parties were provided adequate notice of this hearing and that jurisdiction and venue are proper pursuant to HRS §554D-201-203.

IV. DECEASED CLASS MEMBERS

Your Master has reviewed the circumstances for each named Deceased Class member and provides the following findings and recommendations:

(A) ERIC I.K. AYAU

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as married to Anita Bautista. Your Master also reviewed the Letters of Administration filed November 10, 1997, and Order Granting Ex Parte Petition for Approval of Final Accounts and Distribution and Complete Settlement of Estate, filed on December 23, 1997, in P. No. 97-0437 in the First Circuit, State of Hawaii. Exhibit "A" of Petition #3.

As stated by the Petitioner, Paragraph 1-5.1(B)(2) of the QST instructs the Trustee to distribute the decedent's settlement consistent with the probate proceeding. As this was an intestacy proceeding, your Master agrees that the distribution should be made in accordance with the intestacy statutes. Although Mr. Ayau died in December 1996, the 1996 Probate Code took effect on January 1, 1997. See HRS §560:8-20 of the 1996 Probate Code. The previous probate code is therefore applicable, 1976 Hawaii Session Laws, Act 200, "Uniform Probate Code Article II, Intestate Succession and Wills."

Under Act 200, Section 560:2-102, "The intestate share of the surviving spouse is...[i]f there is surviving issue or parent of the decedent ..., one-half of the intestate estate." The surviving issue of the deceased child shall take by representation. See Section 2-106. Your Master does not take any spousal or homestead elections into account due to the nature of the award and the date of death. On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed as follows:

ANITA B. VALDEZ (formerly known as **ANITA B. AYAU**): 1/2

MALIA AYAU: 1/6

JESSICA AYAU: 1/6

ANGELICA AYAU: 1/6

(B) ANTONIO BAGIO

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Barbara Martin, also known as Barbara Bagio. Your Master also reviewed the death certificates of spouse, Barbara Bagio, and daughter, Walette Kawaiaea.

Your Master reviewed the Pourover Will of the decedent which was executed on or about March 13, 1997, the Short Form of the Antonio Bagio and Barbara Martin Bagio Revocable Living Trust Agreement, dated March 13, 1997, and the Affidavit of Acceptance by Successor Trustees, dated December 14, 2019. Exhibit “B” of Petition #3. The Will directs the residue to be distributed to the Trust agreement.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent’s settlement to the heirs/ devisees of the deceased Class Member as “established by clear and convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees.”

On the basis of the foregoing, your Master finds and recommends that this deceased class member’s share of the *Kalima* settlement proceeds should be disbursed to **IVY JEAN SANCHEZ, Trustee of the Antonio Bagio and Barbara Martin Bagio Revocable Living Trust Agreement dated March 13, 1997**, for distribution consistent with the Trust terms.

(C) LUCILLE L.K. BAKER

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database and independent research. The decedent’s death certificate lists marital status as Widow(er). Your Master also reviewed the obituaries of the decedent’s children, Lisa Aulani Tuli, who died after the decedent and Calvin Kapena Baker, who died prior to the decedent. Exhibit “G” of Petition #3.

Your Master contacted the decedent’s son, John E. Baker, III, on or about March 24, 2024, who confirmed that Calvin Baker died without issue. He also confirmed that his sister, Lisa Tuli, is survived by her spouse, Evi Tuli and that they had no issue. Mr. Baker also informed him that he believed Johnelle Kelley was in possession of their mother’s Will. Your Master called the

phone number provided by Mr. Baker, but it was out of service. Due to the lack of a Will, your Master believes that the laws of intestacy should apply here.

Pursuant to the laws of intestacy, the Decedent's entire estate would be distributed to her surviving descendants equally.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent's settlement to the heirs/ devisees of the deceased Class Member as "established by clear and convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees."

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the Kalima settlement proceeds should be disbursed to the intestate heirs of **LUCILLE L.K. BAKER**, in the following proportions:

JOHN E. BAKER III: 1/4
JOHNELL L. KELLEY: 1/4
DEBBIE KAE0: 1/4
EVI TULI, surviving spouse of LISA A. TULI: 1/4

(D) LEINAALA S. BAL

Your Master and Probate Special Counsel were informed by the Claims Administrator after Petition #3 was filed, that this decedent does not have a valid claim and her name was inadvertently included as a Deceased Class Member. Your Master therefore respectfully requests that **LEINAALA S. BAL**, be stricken from Petition #3.

(E) MIRIAM C. BALDOMERO

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Divorced.

Pursuant to HRS §560:2-103, if there is no surviving spouse, then the intestate share goes to the decedent's descendants by representation. Two of the decedent's children died after the decedent and both left descendants. Your Master spoke with family representative Anthony Baldomero, Sr. on or about March 25, 2024. He confirmed that there was no Will. He also confirmed the names of the surviving heirs at law below. He did note that Skeeter Baldomero's legal name is Daniel Baldomero, and Skeeter is a nickname.

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the Kalima settlement proceeds should be disbursed as follows to the decedent's surviving children and descendants of the deceased children:

ANTHONY J. BALDOMERO, SR. – 1/5 of proceeds
DICK MATSUMOTO – 1/5 of proceeds
FRANCES JACOBSON – 1/5 of proceeds
DANIEL "SKEETER" BALDOMERO – 1/25 of proceeds
SLADE BALDOMERO – 1/25 of proceeds
TANYA BALDOMERO – 1/25 of proceeds
CAPUCINE BALDOMERO – 1/25 of proceeds
CORAL BALDOMERO – 1/25 of proceeds
ALLISON JAMES BALDOMERO, JR. – 1/25 of proceeds
BOYD KALOKU BALDOMERO – 1/25 of proceeds
LESLILYN PAUAHI KAZUNAGA – 1/25 of proceeds
CHARLYN NAPUA CAYETANO – 1/25 of proceeds
LOPAILANI WILSON – 1/25 of proceeds

(F) GARY S. BECK

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Doretta Nell Bareng, now known as **DORETTA BECK-KIPILII**. The information provided by the family indicates that the decedent and the surviving spouse have three children.

Pursuant to HRS §560:2-102, the surviving spouse is entitled to receive the entire intestate estate. Your Master has confirmed that the surviving spouse is entitled to inherit the entirety of the settlement amount, as stated in the Petition.

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the Kalima settlement proceeds should be disbursed in its entirety to the decedent's surviving spouse, **DORETTA BECK-KIPILII**.

(G) WALLACE K. BECK, JR.

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Rose M. Beck.

Pursuant to HRS §560:2-102, the surviving spouse is entitled to receive the first of a certain dollar amount. Your Master has confirmed that the settlement exceeds that amount. On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed as follows:

ROSE MARIE BECK – First \$100,000 plus one-half of any balance
WALLACE K. BECK III – one-quarter of any balance
LACIA BENSON – one-quarter of any balance

(H) HAROLD KAHALEKOU CHAI, JR.

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Nadine M. Delaginte, now known as Nadine M. Chai. Your Master notes that the decedent has a child from another relationship.

Pursuant to HRS §560:2-102, the surviving spouse is entitled to receive the first of a certain dollar amount. Your Master has confirmed that the surviving spouse is entitled to inherit the entirety of the settlement amount, as stated in the Petition.

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed in its entirety to the decedent's surviving spouse, **NADINE M. CHAI**.

(I) MELVIN K. CHAN, SR.

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Priscilla H. L. Choy, now known as Priscilla H. L. Chan. Your Master notes that the decedent was also survived by several children.

Pursuant to HRS §560:2-102, the surviving spouse is entitled to receive the first of a certain dollar amount. Your Master has confirmed that the surviving spouse is entitled to inherit the entirety of the settlement amount, as stated in the Petition. However, the surviving spouse died after the decedent.

Your Master reviewed the Statement of Intestate Informal Appointment of Personal Representative and the Letters of Administration, both filed on April 21, 2023, in the probate matter P. No. 1CLP-23-0000302. Exhibit "D" of Petition #3.

CLAYTON M. CHAN was appointed Personal Representative for the Estate of Priscilla H. L. Chan. The Letters of Administration are currently valid.

Paragraph 1-5.1(B)(1) of the QST instructs the Trustee to distribute the decedent's settlement proceeds to the duly appointed and currently acting Personal Representative of the

deceased class member's estate. Likewise, the Trustee has the authority to distribute the surviving spouse's share consistent with her probate proceeding.

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed in its entirety to **CLAYTON M. CHAN, Personal Representative of the Estate of NADINE M. CHAI.**

(J) MYRA NAOMI CHARTRAND

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Divorced. Your Master notes that the decedent was survived by five children. No Will or Trust was provided.

Pursuant to HRS §560:2-103, the decedent's descendants are entitled to receive the distribution by representation.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent's settlement to the heirs/ devisees of the deceased Class Member as "established by clear and convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees."

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed in equal shares to her descendants, **DESIREE P. CHARTRAND, KAHEALANI H. CHARTRAND, GEORGETTE H. CHARTRAND-WONG, CHANDLER U. CHARTRAND, and HAL N. CHARTRAND.**

(K) ESTHER LAURA CHING

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Herman H. Q. Ching. The surviving spouse is also deceased.

Your Master also reviewed the Will of the decedent which was executed on or about July 7, 2017 which was not probated. Exhibit “E” of Petition #3. The Will directs the residue to be distributed to the Esther L. Ching Trust, dated January 17, 1992, as restated. The Trust Registration names **LAURA L. SCHULMAN and NORTON B. CHING** as the Successor Co-Trustees.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent’s settlement to the heirs/ devisees of the deceased Class Member as “established by clear and convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees.”

On the basis of the foregoing, your Master finds and recommends that this deceased class member’s share of the *Kalima* settlement proceeds should be disbursed to **LAURA L. SCHULMAN and NORTON B. CHING, as the Successor Co-Trustees of the Esther L. Ching Trust, dated January 17, 1992, as restated**, for distribution consistent with the Trust terms.

(L) JOHN Y.S. CHING

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent’s death certificate lists marital status as Married to Annabelle Kaomealani Kai. The surviving spouse is also deceased.

Your Master also reviewed the Will of the decedent which was executed on or about July 31, 1991, which was not probated. Exhibit “F” of Petition #3. The Will directs the residue to be distributed to the John Yen Sung Ching Revocable Living Trust (“the Trust”).

The Trust titled “John Y. S. Ching Revocable Trust,” names **JERE I. CHING ZUTTERMEISTER** as the Successor Trustee. Exhibit “F” of Petition #3. Although the title of

the Trust varies from the Trust cited in the Will, both are dated and signed on July 31, 1991, and therefore presumed to be referencing the same Trust.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent's settlement to the heirs/ devisees of the deceased Class Member as "established by clear and convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees."

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed to **JERE I. CHING ZUTTERMEISTER, as the Successor Trustee of the John Y. S. Ching Revocable Trust**, dated July 31, 1991, for distribution consistent with the Trust terms.

(M) JOSEPH LEIOLA CHING

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Wehilani Mitchell, now known as **WEHILANI M. CHING**. The information provided by the family indicates that the decedent and the surviving spouse have five children. There is no Will or Trust on file, however the closed probate proceeding was intestacy.

Pursuant to HRS §560:2-102, the surviving spouse is entitled to receive the entire intestate estate. Your Master has confirmed that the surviving spouse is entitled to inherit the entirety of the settlement amount, as stated in the Petition.

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed in its entirety to the decedent's surviving spouse, **WEHILANI M. CHING**.

(N) MARCUS REXFORD KAHELEUILANI CHING

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Christina Kapahu, now known as **CHRISTINA KAPAHU CHING**. There was no Will or Trust submitted and no family information regarding children of the decedent.

Pursuant to HRS §560:2-102, the surviving spouse is entitled to receive the first of a certain dollar amount. Your Master has confirmed that the surviving spouse is entitled to inherit the entirety of the settlement amount, as stated in the Petition.

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the Kalima settlement proceeds should be disbursed in its entirety to the decedent's surviving spouse, **CHRISTINA KAPAHU CHING**.

(O) PAUL KAHINIHINIULA CHING

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Blanche Lauae Mahoney, also known as Blanche Lauai Ching. Your Master also reviewed the death certificate of Blanche Lauai Ching. As the surviving spouse and based on the amount of the award, the Estate of Blanch Lauai Ching would have received the entire settlement distribution.

Your Master reviewed the Order Granting Petition for Probate of Will and Appointment of Personal Representative and Letters Testamentary, filed on February 9, 2022 in the probate matter for Blanche Lauai Ching, P. No. 1CLP-21-0000848. Exhibit "G" of Petition #3.

RAYMOND KAIPO CHING was appointed Personal Representative on or about February 9, 2022, in the Circuit Court of the First Circuit, State of Hawaii. Letters Testamentary are currently valid.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent's settlement to the heirs/ devisees of the deceased Class Member as "established by clear and convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees."

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed to **RAYMOND KAIPO, Personal Representative of the Estate of Blanche Lauae Ching, also known as Blanche L. Mahoney, and Blanche Lauae Mahoney Ching, Deceased.**

(P) ALVIN EKIKIELA CHONG, SR.

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Lorraine Alohilani McCorriston, also known as **LORRAINE OLSEN-CHONG.**

After the filing of Petition #3, your Master was provided with the Will of the decedent which was executed on or about April 4, 2006, attached as Exhibit "1." A search of JEFS indicates that the Will was not probated.

The Will directs the residue to be distributed to the decedent's Trust Agreement ("the Trust"). Your Master was provided a copy of the Second Amendment to the Alvin Ekikiela Chong Trust, dated January 18, 2005, attached as Exhibit "2," as well as a Third Amendment, dated April 4, 2006, attached as Exhibit "3."

The Third Amendment to the Trust names **LORRAINE OLSEN-CHONG and ROBSON CHONG** as the Successor Co-Trustees.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent's settlement to the heirs/ devisees of the deceased Class Member as "established by clear and

convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees.”

On the basis of the foregoing, your Master finds and recommends that this deceased class member’s share of the *Kalima* settlement proceeds should be disbursed to **LORRAINE OLSEN-CHONG and ROBSON CHONG, as the Successor Co-Trustees of the Alvin Ekikiela Chong Trust, dated September 29, 1998, as restated and amended**, for distribution consistent with the Trust terms.

(Q) WENDOLYN ELLEN LEHUA EVAIMALO

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent’s death certificate lists marital status as Married to Numia Evaimalo. The surviving spouse is also deceased and left descendants from another relationship.

Pursuant to HRS §560:2-102, the surviving spouse is entitled to receive the first of a certain dollar amount. However, the decedent’s surviving spouse died after the decedent. Therefore the surviving spouse’s estate is entitled to the settlement funds. However, no Wills were provided for either the decedent or her surviving spouse. Since he also died intestate, the settlement would pass to his heirs at law.

On the basis of the foregoing, your Master finds and recommends that this deceased class member’s share of the *Kalima* settlement proceeds should be disbursed in equal shares to the heirs of **NUMIA EVAIMALO (Post-Deceased)** in the following proportions:

LISA L. EVAIMALO – 1/2
NUMIA EVAIMALO, JR. – 1/2

(R) WENDELL KULINA KAU

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Angeline N. C. Yee, also known as **ANGELINE NGAN CHOY KAU**.

Your Master also reviewed the Last Will and Testament of the decedent which was executed on or about April 13, 1992. Exhibit "I" of Petition #3. The Will directs the residue to be distributed to the Successor Trustee of the Wendell K. Kau Trust. The Trust names Angeline Ngan Choy Kau as Successor Trustee.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent's settlement to the heirs/ devisees of the deceased Class Member as "established by clear and convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees."

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed to **ANGELINE NGAN CHOY KAU, Trustee of the Wendell K. Kau Trust dated April 13, 1992**, for distribution consistent with the Trust terms.

(S) RICHARDSON KAHOKUOKAHONUA KALAULI

Your Master reviewed the facts contained in Petition #3 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Josephine Mary Sodicta, now known as **JOSEPHINE M. KALAULI**.¹ The information provided in the decedent's obituary indicates that the decedent and the surviving spouse did not have children together.

¹ Note that the surviving spouse's middle initial has been corrected from "S" to "M."

Pursuant to HRS §560:2-102, the surviving spouse is entitled to receive the entire intestate estate. Your Master has confirmed that the surviving spouse is entitled to inherit the entirety of the settlement amount, as stated in the Petition.

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed in its entirety to the decedent's surviving spouse, **JOSEPHINE M. KALAU LI**.

(T) GLADYS K. PUALOA-AHUNA

Your Master reviewed the facts contained in Petition #3 as well as the obituary filed with Petition #3 that indicates the decedent did not leave a surviving spouse and was survived by eight children.

Pursuant to HRS §560:2-103, if there is no surviving spouse, then the intestate share goes to the decedent's descendants by representation. One of the decedent's children died after the decedent and did not leave descendants.

Your Master spoke with Verla Moore on or about March 25, 2024. She confirmed that there was no Will. She also confirmed the names of the seven surviving heirs at law below.

On the basis of the foregoing, your Master finds and recommends that this deceased class member's share of the *Kalima* settlement proceeds should be disbursed in equal proportions to the deceased class member's surviving children: **VERLA K. MOORE, WILLIE PUALOA III, RICHARD PUALOA, RUBY ANN P. MORGAN-CHASE, COLLEEN U. PUALOA, GLADYS I. TANO, and LOIS N. PUALOA-UBANDO**.

V. CONCLUSION

WHEREFORE, your Master recommends and prays as follows:

- A. That the Court approve and adopt this Master’s Report Re: Petition for Instructions #3;
- B. That the Court grant the Petition for Instructions #3, filed January 29, 2024;
- C. That the Court find that jurisdictional requirements have been met and venue is proper;
- D. That the Court find that, as far as known, all persons necessary to an adjudication of this matter are parties hereto and shall be bound by all orders arising from this Petition and the Court find that there is no need to appoint a guardian ad litem to represent the interests of unknown or unascertained contingent remainder beneficiaries;
- E. That the Court authorize and Order the Claims Administrator to follow the distributions as outlined in this Report;
- F. That the Court award the Petitioner’s reasonable attorneys’ fees and costs to be paid by the Trust and deducted from the above beneficiaries’ distributions on a pro rata basis, subject to the filing of an affidavit or declaration;
- G. That the Court grant reasonable Master’s fees and costs, to be paid by the Trust and deducted from the above beneficiaries’ distributions on a pro rata basis, subject to the filing of an affidavit or declaration;
- H. That the Court enter judgment as to this Petition pursuant to Hawaii Probate Rule 34(a) accordingly; and
- I. Grant such other and further relief as this Court may deem just and equitable.

DATED: Honolulu, Hawaii, on April 2, 2024.

/s/ Emily H. Kawashima
EMILY H. KAWASHIMA
PROBATE SPECIAL MASTER

LAST WILL AND TESTAMENT

OF

ALVIN E. CHONG

I, ALVIN E. CHONG, a resident of Hawaii, declare this to be my will. I hereby revoke all other wills and codicils that I may have made.

I am presently married; my spouse is LORRAINE A. OLSEN-CHONG, and all references herein to "my spouse" shall be to said person so long as we remain lawfully married to each other.

I have the following children: ALVIN E. CHONG, JR., ROBSON K. CHONG, CURTIS K. CHONG, DAVID R. CHONG, QUINTIN K. CHONG and EMRIE L. CHONG, and all references herein to my "children", "issue" or my "descendants" shall be to said persons and to their descendants.

Article I

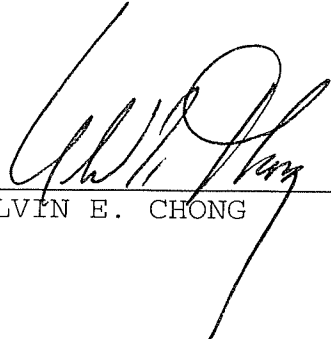
Administrative Expenses and Taxes (From Residue).

Subject to the terms hereof, the expenses of my last illness and funeral, and of the administration of my estate and all inheritance, estate and succession taxes payable by reason of my death shall be paid out of the principal of my residuary estate. My personal representative's selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary legacies, and the tax effects thereof, shall not be subject to question by any beneficiary.

On the 29th day of September, 1998, I, as Grantor, entered into a Trust Agreement with myself, as Trustee, under which I created a revocable trust and into which trust I have transferred certain assets. Said Trust Agreement has been subsequently amended. If not sooner revoked, said trust will become irrevocable on my death, and the trust estate may constitute a substantial part of my gross estate for Federal

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ALVIN E. CHONG

EXHIBIT "1"

estate and state inheritance and succession tax purposes. I realize that my personal representative is hereby made solely responsible for all such death taxes and also that the aggregate amount of said taxes may exceed the entire value of the cash and marketable securities of my probate estate.

In order that adequate provision may be made for the payment of all estate, inheritance, succession and death taxes payable by reason of my death, together with any interest and penalties, all legally enforceable claims against me or my estate, all reasonable expenses of administration, all funeral and last illness expenses, all legacies and all court allowances for those dependent upon me, I have directed my trustee under the above-mentioned Trust Agreement to pay to the personal representative of this will out of certain assets of the trust, all additional sums, over and above the cash and marketable securities in my probate estate, necessary to effect payment in full of all such taxes, claims and expenses, legacies and court allowances.

No part of such taxes, duties, claims, expenses of administration, funeral and illness, legacies and court allowances shall be apportioned or pro-rated to any legatee, devisee, survivor or beneficiary under my said trust, will or any codicil, insurance on my life, United States savings bonds, property held by me jointly with any person with right of survivorship or any other person, whether such property passes at my death or at any time during my lifetime.

Should my personal representative overpay the total amount of all such taxes imposed against my gross estate and such overpayment results in a tax refund from any taxing authority, then the full amount of such refund shall upon receipt by my personal representative promptly be remitted to the trustee of said trust.

Article II

Personal and Household Effects. I give all my personal and household effects not otherwise effectively disposed of, such

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as jewelry, clothing, automobiles, furniture, furnishings, silver, books and pictures (including policies of insurance thereon, if feasible), to those who survive me of ALVIN E. CHONG, JR., ROBSON K. CHONG, CURTIS K. CHONG, DAVID R. CHONG and QUINTIN K. CHONG in shares of substantially equal value (to be divided as they shall agree, or if they shall fail to agree within six (6) months after my death, as my personal representative shall determine).

Memorandum Regarding Tangible Personal Property.

Notwithstanding the above, if I have written a memorandum to my personal representative prior to the execution of this will concerning the disposition of certain items of my tangible personal property, then I hereby incorporate by reference such written memorandum, and I direct my personal representative to distribute all such tangible personal property to the person or persons as provided in that written statement, including any amendments which may be made hereafter.

Article III

Residue of Estate (To Trust). I give all of my residuary estate, being all real and personal property, wherever situated and of every kind and nature, and any property over which I may have any interest at the time of my death not otherwise effectively disposed of, but not including any property over which I may have a power of appointment, to the trustee under the Trust Agreement hereinabove referred to, to be added to the trust property and held and distributed in accordance with the terms of that agreement and any amendments made pursuant to its terms before my death. Should said trust be revoked by me during my lifetime and for this reason or any other reason not be in existence at the time of my death, then I give and bequeath the entire residue of my estate to the beneficiaries designated under Article VI of said Trust Agreement in the manner and proportion set forth therein, which Article is hereby expressly incorporated herein by this reference.

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Article IV

1. Fiduciaries.

Personal Representative. I appoint as Co-Personal Representatives of this will LORRAINE A. OLSEN-CHONG and ROBSON K. CHONG. No bond shall be required of any personal representative. My personal representative shall have all the same powers and discretion, in the same capacity with respect to my estate during administration, that the trustee is given with respect to the trust property, pursuant to my trust agreement hereinabove referred to. Said powers and discretion are hereby expressly incorporated herein by this reference and made applicable to the probate estate whether or not said trust agreement or said terms and provisions thereof shall otherwise be in effect, including the power to sell real or personal property at public or private sales and to hold title to property in the name of a nominee, to be exercised without court order.

Alternate Personal Representative. If either LORRAINE A. OLSEN-CHONG or ROBSON K. CHONG dies, resigns, fails to qualify or is unable or ceases to act, ALVIN E. CHONG, JR. shall serve as Co-Personal Representative in his or her stead. If a Co-Personal Representative thereafter dies, resigns, fails to qualify or is unable or ceases to act, the other of them shall serve as sole Personal Representative.

Assets in Other Jurisdictions. If the appointment of a personal representative of my estate is necessary or desirable in any jurisdiction in which no personal representative of mine is able and willing to act, I appoint as my personal representative in that jurisdiction such person or corporation as may be designated in an instrument signed by my personal representative, to act without bond, and to have all the powers and discretion with respect to my estate in that jurisdiction during administration that my principal personal representative is given with respect to the balance of my estate (including the power to sell real or personal property at public or private sales, for any purpose and to hold title to property in the name of a nominee), to be exercised without court order.

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2. Tax Provision(s).

Tax Elections. My personal representative may make such elections under the tax laws applicable to my estate as my personal representative determines should be made. No compensating adjustments between principal and income, nor with respect to any bequest or devise, shall be made, even though the elections so made may affect (beneficially or adversely) the interests of the beneficiaries. The action of my personal representative shall be binding upon all beneficiaries.

Joinder with Spouse. If my personal representative joins with my spouse on my behalf in filing income tax returns, or consents for gift tax purposes to having gifts made by either of us during my life considered as made one-half by each of us, any resulting liability shall be borne by my estate, except such portion as my personal representative and my spouse agree should be borne by my spouse, and my estate shall exonerate my personal representative from personal liability.

3. Survivorship.

Simultaneous Deaths (Spouse Predeceases). If my spouse and I should die simultaneously or in circumstances that make it difficult to determine which of us died first, I direct that my spouse shall be deemed to have predeceased me for the purpose of this will, and that the provisions of this will shall be construed upon that assumption and basis.

60-Day Survivorship. If any beneficiary under this will, including my spouse, dies within sixty (60) days of my death, he shall be deemed not to have survived me.

4. Interpretation. Whenever necessary in this will and where the context permits, the singular term and the related pronoun shall include the plural, the masculine, the feminine and the neuter.

5. Adopted Children. In determining the meaning of the words "children," "grandchildren," "issue," "beneficiary,"

and "descendants" for the purpose of this will, adopted children of any person, including myself, shall be treated as though they were natural born children of that person.

IN WITNESS WHEREOF, I have hereunto set my hand to this document this 9th day of April, 2006.


ALVIN E. CHONG

Signed, Sealed, Published and Declared by ALVIN E. CHONG, the Testator above named, as and for his Last Will and Testament, in our presence, and we at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the day and year last above written.

Katherine A.K. Gross

of

Carter Professional Center, Suite B-20
65-1230 Mamalahoa Highway
Kamuela, Hawaii 96743

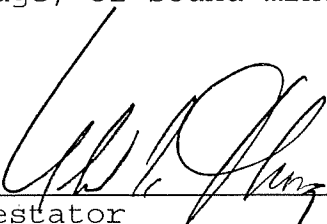
Robert Hastings

of

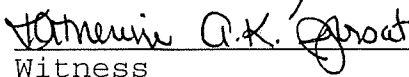
Carter Professional Center, Suite B-20
65-1230 Mamalahoa Highway
Kamuela, Hawaii 96743

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

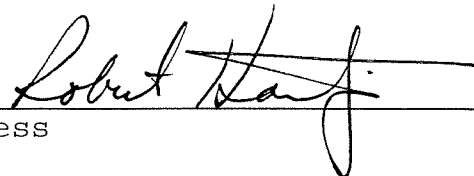
We, the undersigned, the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the testator signed and executed the instrument as his Last Will and Testament and that the testator and each of the witnesses signed willingly as their free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the testator, and of each other, signed the will as witnesses and that to the best knowledge of each of the witnesses the testator was at that time eighteen or more years of age, of sound mind and under no constraint or undue influence.



Testator

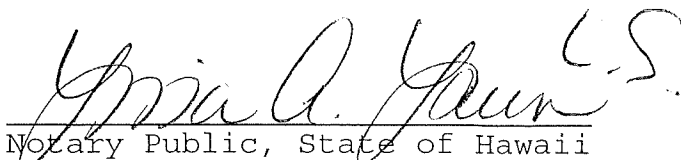


Witness



Witness

Subscribed, sworn to and acknowledged before me by ALVIN E. CHONG, the testator, and subscribed and sworn to before me by KATHERINE A K O'ROAT and ROBERT HASTINGS, witnesses, this 14th day of APRIL, 2006.



Notary Public, State of Hawaii
LISA A. LAON June 14, 2008
My Commission Expires: _____

SECOND AMENDMENT TO
THE ALVIN EKIKIELA CHONG TRUST

THIS AMENDMENT TO TRUST AGREEMENT is made and entered into at Kamuela, Hawaii, by and between ALVIN E. CHONG, also known as ALVIN EKIKIELA CHONG, of Kamuela, Hawaii, as "Trustor," and ALVIN E. CHONG, as "Trustee."

W I T N E S S E T H:

On September 29, 1998, the Trustor executed a Trust Agreement with himself, as Trustee, under which there was created a Revocable Trust that has ever since continued and is now in effect. Said Trust Agreement was amended by First Amendment dated November 10, 1998. Pursuant to the power to alter, amend and revoke said Trust Agreement reserved to the Grantor by Article II thereunder, the Trustor does hereby alter and amend said original Trust Agreement of September 29, 1998, in the following particulars.

IT IS ACCORDINGLY AGREED by and between the Trustor and the Trustee that the Trust Agreement is hereby amended and restated in its entirety as follows:

EXHIBIT "2"

"DECLARATION REVOCABLE TRUST

OF

ALVIN E. CHONG

THIS TRUST AGREEMENT is made in the State of Hawaii, between the Grantor and the Trustee who have signed below.

The Grantor of this trust is ALVIN E. CHONG, and all references herein to "the Grantor" shall be to said person.

The initial trustee of this trust is ALVIN E. CHONG, and all references herein to "the trustee" shall be to said trustee or to its successor duly appointed hereunder.

Grantor's Declarations. The Grantor declares as follows:

Spouse. The Grantor is presently married, the Grantor's spouse is LORRAINE A. OLSEN-CHONG. However, the Grantor has made no provision herein for his spouse, and it is the Grantor's intention that she receive no part of the trust estate passing hereunder.

Children. The Grantor's children are ALVIN E. CHONG, JR., ROBSON K. CHONG, CURTIS K. CHONG, DAVID R. CHONG, QUINTIN K. CHONG and EMRIE L. CHONG. However, all references herein to the Grantor's "children", "issue" and "descendants" shall be only to ALVIN E. CHONG, JR., ROBSON K. CHONG, CURTIS K. CHONG, DAVID R. CHONG and QUINTIN K. CHONG and to their descendants. The Grantor has made no provision herein for EMRIE L. CHONG, and it is the Grantor's intention that she receive no part of the trust estate passing hereunder.

Trust Property. The Grantor transfers to the trustee the sum of ONE DOLLAR (\$1.00) together with the property described in the attached Schedule A and has caused or will cause the trustee to be designated as beneficiary, but not the owner, of certain policies of insurance on the Grantor's life. Such property and policies, any other property that may hereafter be received by the trustee, and the proceeds of all policies payable

to the trustee shall be held and disposed of upon the following trusts.

Article I

Life Insurance Policies. During the Grantor's life, the trustee shall have no responsibility with respect to the safekeeping of said policies or the payment of any premiums, assessments or other sums due on any of the policies. The Grantor retains during the Grantor's life all rights under insurance policies payable to the trustee, including but not limited to the right to all dividends, conversion and option privileges, cash surrender values and the right to change the beneficiaries. The Grantor may assign any policy to any lender, including any trustee, as security for any loan. The rights of the assignee of any policy shall be superior to the rights of the trustee. If any policy is surrendered or if the beneficiary of any policy is changed, this Trust shall be ineffective with respect to that policy only.

Article II

Revocation. The Grantor alone reserves the right to revoke this agreement at any time by an instrument in writing, signed by the Grantor, acknowledged before a notary public and delivered to the trustee. No guardian, committee, conservator or similar legal representative shall have any power of revocation. Upon revocation the trustee shall return to the Grantor any and all property, including life insurance policies if held for safekeeping by the trustee, which may have been added to the trust during the lifetime of the Grantor.

Amendment. The Grantor and the trustee acting jointly may amend this agreement at any time by changing the beneficiaries of the trust estate hereby created, or the dispositive provisions, or any other provisions hereof.

Article III

Life Insurance Proceeds. Upon the death of the Grantor, the trustee, in its discretion, may collect the net proceeds of any policy on the life of the Grantor held by or known to and payable to it or may exercise any optional method of settlement. Payment to and the receipt by the trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this instrument or see to the application of any payment. If other assets of the trust are insufficient to defray expenses, the trustee need not engage in litigation to enforce payment of any policy without satisfactory indemnification for any resulting expense.

Article IV

Payments to Grantor. During the life of the Grantor, the trustee shall pay all the net income of the trust to the Grantor or as the Grantor otherwise directs in writing, and the trustee shall pay any part of the principal of the trust as the Grantor directs in writing. However, during any period in which the Grantor, in the opinion of the trustee, is incapable of managing the Grantor's own affairs, the trustee, in its discretion, may pay to or use for the benefit of the Grantor, so much of the income and principal of the trust as the trustee determines to be required for the Grantor's support, comfort and welfare, in the Grantor's accustomed manner of living, or for any other purposes the trustee believes to be for the Grantor's best interest. Any excess income shall be added to principal at the discretion of the trustee.

Article V

Payments to Grantor's Estate. After the Grantor's death, to the extent that cash and marketable securities in the Grantor's estate are stated by the personal representative or legal representatives to be insufficient, pursuant to an instrument or instruments in writing delivered to the trustee, the trustee shall pay the Grantor's funeral expenses, legally enforceable claims against the Grantor or the Grantor's estate, reasonable expenses of administration of the estate, any

allowances by court order for those dependent upon the Grantor, any deficiencies needed to complete the payment of any legacies and all inheritance, estate, succession and death taxes, including but not limited to the taxes on the testamentary estate, payable by reason of the Grantor's death, together with any interest or other additions to the tax, without reimbursement from the Grantor's personal representative or administrator or from any beneficiary of insurance upon the Grantor's life, United States savings bonds, or property held by the Grantor jointly with any person or from any other person. Subject to any limitations set forth herein or in the Grantor's will, all such payments shall be charged generally against the principal of the trust. Written statements by the personal representative or administrator of the sums to be paid shall be sufficient evidence of the amount and propriety for the protection of the trustee, and the trustee shall be under no duty to see to the application of any payments. The trustee shall have no responsibility with respect to the fixing, ascertainment and determination of the estate, inheritance, succession and death taxes and is not required to take any steps to protest or bring legal proceedings with respect to the determination of such taxes.

Article VI

Termination

Subject to the terms of the above Article V, the trustee shall, after the Grantor's death, distribute all the trust property, together with any unpaid income, outright and free from any trust, in equal shares to those who are then surviving of the Grantor's children and to the issue of any of the Grantor's children who are then deceased, such issue taking by right of representation.

Article VII

Beneficiaries

1. Principal to Minors. If any beneficiary to whom the trustee is directed in a preceding provision to distribute any share of trust principal is under the age of twenty-one (21)

years when the distribution is to be made, and if no other trust is then to be held under this instrument for the beneficiary's primary benefit, the beneficiary's share shall vest in interest in the beneficiary indefeasibly; however, the trustee, in its discretion, may continue to hold it as a separate trust for such period of time as the trustee deems advisable, but not after the time the beneficiary reaches that age. In the meantime the trustee may use for the beneficiary's benefit so much of the income and principal as the trustee determines to be required, in addition to the beneficiary's other income from all sources known to the trustee, for the beneficiary's reasonable support, maintenance, health and education, adding any excess income to principal at the discretion of the trustee.

2. (a) Payments for Benefit of Beneficiary. If at any time any beneficiary to whom the trustee is directed or authorized in this instrument to pay any income or principal is under legal disability or, in the opinion of the trustee, is incapable of properly managing its affairs, the trustee may use such income or principal for said beneficiary's health, support, education and maintenance subject to the limitations set forth herein.

(b) Income Upon Death of Beneficiary. Upon the death of any beneficiary, any accrued or undistributed income shall be held and accounted for or distributed in the same manner as if it had been received and accrued after the beneficiary's death.

3. Payments to Parent or Guardian. The trustee either may expend directly any income or principal which it is authorized in this instrument to use for the benefit of any person, or may pay it over to said person or for said person's use to said person's parent or guardian or to any person with whom said person is residing, without responsibility for its expenditure.

4. Spendthrift Limitation. No interest under this instrument shall be transferable or assignable by any beneficiary or be subject during his life to the claims of his creditors. This paragraph shall not restrict the exercise of any power of appointment.

5. Termination in Lieu of Perpetuities.

Notwithstanding anything to the contrary, the trusts under this instrument shall terminate not later than twenty-one (21) years after the death of the last survivor of the Grantor's descendants living on the date of the Grantor's death, at the end of which period the trustee shall distribute the remaining trust property to the beneficiary or beneficiaries, at that time, of the current income, and if there is more than one beneficiary, in the proportions in which they are beneficiaries.

Article VIII

Trustee

1. Miscellaneous.

(a) No trustee or successor trustee shall be required (i) to give any bond as trustee; (ii) to qualify before, be appointed by or, in the absence of breach of trust, account to any court; or (iii) to obtain the order of approval of any court in the exercise of any power or discretion.

(b) Any trustee shall be entitled to reimbursement for expenses and to reasonable compensation for services in administering and distributing the trust property which compensation shall not exceed compensation charged for similar services by trust companies doing business in the State of Hawaii. The trustee shall receive, in addition to the commissions provided for herein or by statute, reasonable compensation for special or extraordinary services, including but not limited to preparation of tax returns and the adjustment and payment of taxes.

(c) The trustee may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by it to be genuine or upon any evidence deemed by it to be sufficient in making any payment or distribution. The trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the trust.

(d) No one dealing with the trustee shall be bound to inquire into the propriety of its action or to see to the application of any money paid or property delivered to the trustee.

2. Powers. The trustee, its successor or substitute, shall have the following powers, and any others that may be granted by law, with respect to the trust created hereunder to be exercised as the trustee in its discretion determines to be in the best interest of the beneficiaries:

(a) To buy and/or sell and invest and reinvest the trust estate in bonds, notes, real estate or any interest in real estate, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located; to buy, sell and trade in securities of any nature, including options and short sales, commodities (including precious metals), commodity futures contracts and commodity futures options, on margin, and for such purposes to maintain and operate margin accounts with brokers; to pledge or hypothecate any securities, commodities, commodity futures contracts and commodity futures options held or purchased by it with such brokers as security for loans and advances made to the trustee; and to delegate authority to agents to enter orders in securities and commodities transactions;

(b) To lease any real property for such term or terms as it may deem advisable, without the authorization of any court and whether or not any such term may

extend beyond the period of any trust, and in connection with any such lease to enter into any agreements and covenants which it may deem advisable with respect thereto or with respect to any improvements which may then or thereafter be erected thereon; to make repairs, alterations, and improvements on any real property, including the right to demolish and replace buildings, and to erect new buildings and employ architects and contractors in connection therewith; to execute and deliver consents to assign leases or to the placing of mortgages on leases; to subdivide real estate, to grant easements, and to accept the surrender of any leases or leasehold interests and buildings or improvements thereon; to purchase buildings on any real property and the right, title and interest of tenants in such buildings; to demand, receive, collect, sue for, and compromise rents, debts, claims and demands of any nature in connection with any real property, and to execute and deliver releases, discharges and other instruments relating thereto, including satisfaction of any judgment recovered therefor; to institute summary proceedings for the recovery of any real property or possession thereof; to prosecute or defend any actions, claims or proceedings affecting any real property, and to compromise, settle and discontinue the same; to insure such real properties against fire and any other risk whatsoever and

to make proof of loss under such insurance; to adjust losses and collect the proceeds; to mortgage for such amounts, rates of interest, rates of amortization and terms as may be deemed wise, including the right to mortgage for terms which may extend beyond the period of any trust, and to receive the proceeds of such mortgages; to extend the time of payment of any mortgages and to make agreements modifying, assigning or satisfying such mortgages; to file protests against the taxes or assessments on such real property; to make applications for reduction of assessed valuations thereon and to bring certiorari proceedings to obtain the reduction of such assessed valuations; and to adjust and compromise any real estate taxes or tax valuations;

(c) To sell any trust property, including both real and personal, for cash or on credit at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges and options;

(d) To borrow money for any purpose from the trustee or from others, and to mortgage or pledge any trust property; to guarantee and/or secure loans to the trust, to or for the benefit of the Grantor and/or other beneficiaries hereunder, or to business entities in which the trustee, the Grantor

or other beneficiaries hold an interest;

(e) To make loans in such amounts, upon such terms, secured or unsecured, at such rates of interest and to such persons, firms or corporations as it may deem advisable;

(f) To employ attorneys, accountants, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship;

(g) To select and employ any person, firm or corporation engaged in rendering investment counsel and real estate management; to be advised by them in making investments, managing securities, or making decisions with reference to the purchase, retention, sale or other disposition of real property, securities or other property held by the trustee; however, nothing herein shall be construed to require the trustee to follow the advice of any such investment counsel;

(h) To determine the allocation or apportionment of all receipts and disbursements between income and principal in accordance with "The

Uniform Principal and Income Act"
as adopted by Hawaii;

(i) To take any action with respect to conserving or realizing upon the value of any trust property and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate and containing provisions excluding personal liability;

(j) To receive additional property from any source and add it to the trust estate;

(k) To keep any or all of the trust property at any place or places in the United States or abroad or with a depository or custodian at such place or places;

(l) To enter into any transaction authorized by this Article with trustees, personal representatives or administrators of other trusts or estates in which any beneficiary has any interest, even though any such trustee or representative is also trustee under this instrument; and in any such transaction to purchase property or make loans on notes secured by property, even though similar or identical

property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

(m) To hold, manage, invest and account for the trust in one or more consolidated funds, in whole or in part, as it may determine; and to create the divisions of each consolidated fund into the various shares comprising such fund only on the trustee's books of account, in which each trust shall be allotted its proportionate part of the principal and income of the fund and charged with its proportionate part of the expenses thereof. In no event, however, shall such holding defer the vesting in possession of any estate created herein;

(n) To establish out of income and credit to principal reasonable reserves for the depreciation of tangible and intangible property;

(o) To retain any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk or nonproductivity; and

(p) To make any distribution or division of the trust property in cash or in kind or both.

3. Successor Trustees.

(a) The term "trustee" as used herein shall apply to ALVIN E. CHONG so long as said person serves as the trustee, and during such time said person alone shall have all the powers granted to the trustee herein. In the event that ALVIN E. CHONG dies, resigns or becomes incapacitated, LORRAINE A. OLSEN-CHONG and TERI M. CHONG shall become co-trustees without court order or other action other than delivery of written notice to the beneficiaries hereunder. If either LORRAINE A. OLSEN-CHONG or TERI M. CHONG dies, resigns or is unable or refuses to act, ALVIN E. CHONG, JR. shall become co-trustee in her stead. If a co-trustee thereafter dies, resigns or is unable or refuses to act, the other of them shall become sole trustee. If the remaining trustee dies, resigns or is unable or refuses to act, a successor trustee may be appointed by a majority in number of the beneficiaries to whom the trustee is to, or may, distribute the income at the time of appointment.

(b) In carrying out the provisions of this Article, the guardian or conservator of the estate of a beneficiary under legal disability or the parents or guardian of the person of a minor beneficiary for whose estate no guardian has been appointed, may act and receive notice for the beneficiary and sign any instrument for such beneficiary.

(c) The resignation of any trustee shall be by written notice, specifying the effective date of the resignation, delivered to any co-trustee, to any named successor trustee(s), and during the Grantor's lifetime to the Grantor. After the death of the Grantor, said written notice shall be given to the beneficiaries to whom the trustee is to or may distribute the income at the time of giving notice, to any co-trustee, and to any named successor trustee(s).

(d) No successor trustee shall be personally liable for any act or omission of any predecessor trustee. Any successor trustee shall accept without examination or review the accounts rendered and the property delivered by or for a predecessor trustee, without incurring any liability or responsibility. Any successor trustee shall have all the title, powers and discretion of the trustee succeeded without the necessity of any conveyance or transfer.

(e) Any successor of a corporate trustee, whether through sale or transfer of the trustee's business or its trust department, conversion, consolidation, merger or otherwise, shall immediately become the trustee hereunder, and shall have all the powers, rights, discretions, obligations, and immunities of the trustee, hereunder, with the same effect as if the successor was originally named as trustee.

Article IX

Tax and Savings Provisions

1. Tax Elections. The trustee may make such elections under the tax laws applicable to the estate of the Grantor and to the trust estate as the trustee determines should be made. No compensating adjustments between principal and income nor with respect to any trust shall be made even though the elections made under the tax laws by the trustee may affect (beneficially or adversely) the interests of the beneficiaries. The action of the trustee shall be binding upon all beneficiaries.

2. Survivorship.

(a) Simultaneous Deaths (Spouse Predeceases). If the Grantor's spouse and the Grantor should die simultaneously or in circumstances that make it difficult to determine which of them died first, the Grantor directs that his spouse shall be deemed to have predeceased him for the purpose of this trust and that the provisions of this trust shall be construed upon that assumption and basis.

(b) 60-Day Survivorship. If any beneficiary under the trust, including the Grantor's spouse, dies within sixty (60) days of the Grantor's death, he shall be deemed not to have survived the Grantor.

Article X

Miscellaneous

1. Hawaii Laws Applicable. This instrument and the dispositions under it shall be construed and regulated and their validity and effect shall be determined by the laws of Hawaii.

2. Interpretation. Whenever necessary in this agreement and where the context permits, the singular term and the related pronoun shall include the plural, the masculine, the feminine and the neuter.

3. Confidentiality. The terms and provisions of this trust shall be kept in confidence by the trustee. If and to the extent that the law permits, and then only during the lifetime of the undersigned Grantor, the trustee is hereby directed not to and shall not file the trust instrument nor any copy thereof in any court, and shall not register the trust with any court or governmental body, and shall not reveal the terms thereof to any beneficiary or to any other person, except as authorized by the Grantor. Upon the death of the Grantor the trustee may make such filing or registration, or may from time to time make such revelation or accounting to any beneficiary as the trustee in its sole discretion may deem necessary or advisable.

4. Headings. The paragraph headings used herein are for descriptive purposes only and shall not be deemed to alter or modify the meaning of any paragraph contained herein.

5. Adopted Children. In determining the meaning of the words "children," "grandchildren," "issue," "beneficiary" and "descendants" for the purpose of this trust, adopted children of any person, including the Grantor, shall not be treated as though they were natural born children of that person. EMRIE L. CHONG will be treated as the natural child of DAVID R. CHONG.

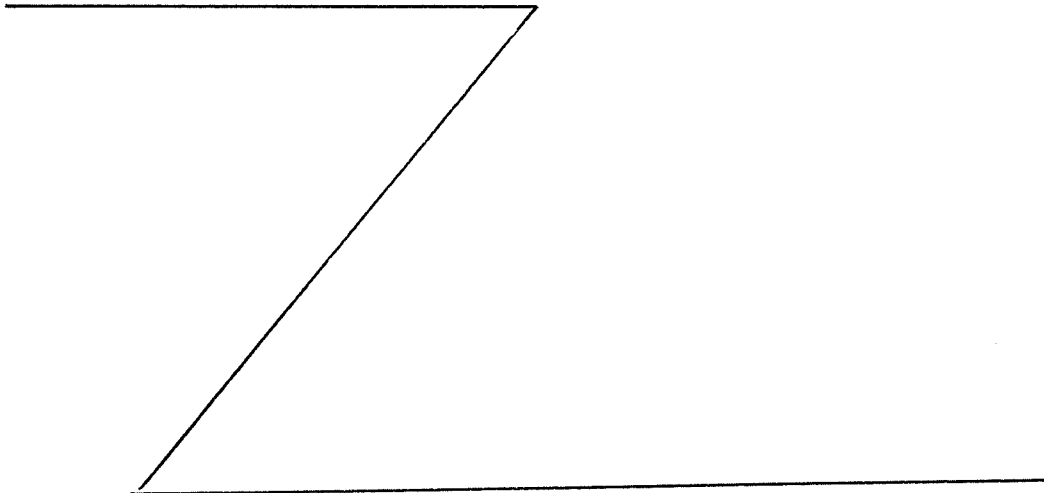
6. Assets in Other Jurisdictions. If at any time any trust property is situated in a jurisdiction in which any trustee is unable or unwilling to act, such person or corporation as may be appointed in an instrument signed by the trustee shall act as trustee with respect to that property, and such trustee and every successor trustee so appointed shall have all the title, powers

and discretion with respect to that property that is given to that trustee. The net income from that property and any net proceeds of its sale shall be paid over to the principal trustee.

7. Right To Renounce. Except to the extent fundamentally inconsistent with the provisions of this trust and the Grantor's estate plan, the Grantor hereby authorizes the trustee to renounce, in whole or in part, any devise or legacy or any interest in any trust provided for the Grantor's benefit under the will of any person or under any trust instrument at any time within nine (9) months after the date of the transfer which created an interest in the Grantor.

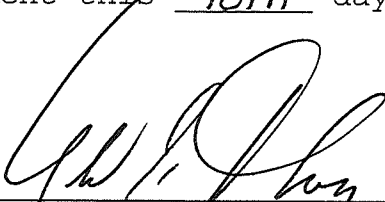
In addition to any renunciation rights conferred by law, the Grantor hereby authorizes any person at any time within nine (9) months after the date of the Grantor's death to renounce, in whole or in part, any interest, benefit, right, privilege or power granted to such person by this trust. Any such renunciation shall be made by duly acknowledged written instrument executed by such person or his or her conservator, guardian, committee, personal representative, executor or administrator delivered to the Grantor's personal representative and trustee and filed in the court having jurisdiction over this trust."

Subject to the terms and conditions of this Amendment, the trust and trust estate first created by and under the



provisions of the above-mentioned Trust Agreement of September 29, 1998, shall in all other respects continue in full force and effect.


IN WITNESS WHEREOF, ALVIN E. CHONG, as Grantor and Trustee, has signed this Agreement this 18TH day of JANUARY, 2005.



ALVIN E. CHONG
Grantor and Trustee

STATE OF HAWAII)
)
) SS.
COUNTY OF HAWAII)

On this 18TH day of JANUARY, 2005, before me personally appeared ALVIN E. CHONG, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

 L.S.

Notary Public, State of Hawaii
LISA A. LAUN June 14, 2008
My commission expires: _____

SCHEDULE A

\$1.00 in cash and such other amounts either in cash, personal or real property, or as proceeds from insurance covering the Grantor's life which may be added to the trust property from time to time by the Grantor or any other person.

THIRD AMENDMENT TO TRUST AGREEMENT

OF

ALVIN E. CHONG

THIS AMENDMENT TO TRUST AGREEMENT is made and entered in the State of Hawaii, by and between ALVIN E. CHONG, of Kamuela, Hawaii, as "Grantor," and ALVIN E. CHONG, as "Trustee."

W I T N E S S E T H:

On September 29, 1998, the Grantor executed a Trust Agreement with himself, as Trustee, under which there was created a Revocable Trust that has ever since continued and is now in effect. Said Trust Agreement was amended and restated in its entirety by Second Amendment dated January 18, 2005. Pursuant to the power to alter, amend and revoke said Trust Agreement reserved to the Grantor by Article II thereunder, the Grantor does hereby alter and amend said original Trust Agreement of September 29, 1998, as restated, in the following particulars.

IT IS ACCORDINGLY AGREED by and between the Grantor and the Trustee that the Trust Agreement is hereby amended as follows:

The paragraph entitled "Grantor's Declarations" shall be revoked in its entirety and the following substituted in its place:

"Grantor's Declarations. The Grantor declares as follows:

Spouse. The Grantor is presently married, the Grantor's spouse is LORRAINE A. OLSEN-CHONG, and all references herein to "the Grantor's spouse" shall be to said person so long as said person remains lawfully married to the Grantor.

Children. The Grantor's children are ALVIN E. CHONG, JR., ROBSON K. CHONG, CURTIS K. CHONG, DAVID R. CHONG, QUINTIN K. CHONG and EMRIE L. CHONG, and all

EXHIBIT "3"

references herein to the Grantor's "children", "issue" and "descendants" shall be to said persons and to their descendants."

Article VI shall be revoked in its entirety and the following substituted in its place:

"Article VI

Termination

Subject to the terms of the above Article V, the trustee shall, after the Grantor's death, distribute all of the trust property, together with any unpaid income, outright and free from any trust, as follows:

- TWENTY PERCENT (20%) in value of the trust property to the Grantor's spouse if she is then surviving or, if she is not then surviving, to be allocated proportionately among the other beneficiaries hereunder;
- FIVE PERCENT (5%) in value of the trust property to ALVIN E. CHONG, JR. if he is then surviving or, if he is not then surviving, to his issue then surviving by right of representation;
- TWENTY PERCENT (20%) in value of the trust property to ROBSON K. CHONG if he is then surviving or, if he is not then surviving, to his issue then surviving by right of representation;
- TWENTY PERCENT (20%) in value of the trust property to CURTIS K. CHONG if he is then surviving or, if he is not then surviving, to his issue then surviving by right of representation;
- FIVE PERCENT (5%) in value of the trust property to DAVID R. CHONG if he is then surviving or, if he is not then surviving, to his issue then surviving by right of representation;
- TWENTY PERCENT (20%) in value of the trust property to QUINTIN K. CHONG if he is then surviving or, if he is not then surviving, to his

issue then surviving by right of representation;
and

- TEN PERCENT (10%) in value of the trust property to EMRIE L. CHONG if she is then surviving or, if she is not then surviving, to her issue then surviving by right of representation; provided, however, that if EMRIE L. CHONG is then under the age of twenty-one (21) years, her share shall be distributed to DAVID R. CHONG as Custodian, or EMMY CHONG as Successor Custodian, for her under the Hawaii Uniform Transfers to Minors Act."

Subparagraph (a) of paragraph 3 of Article VIII shall be revoked in its entirety and the following substituted in its place:


"(a) The term "trustee" as used herein shall apply to ALVIN E. CHONG so long as said person serves as the trustee, and during such time said person alone shall have all the powers granted to the trustee herein. In the event that ALVIN E. CHONG dies, resigns or becomes incapacitated, LORRAINE A. OLSEN-CHONG and ROBSON K. CHONG shall become co-trustees. If either LORRAINE A. OLSEN-CHONG or ROBSON K. CHONG dies, resigns or is unable or refuses to act, ALVIN E. CHONG, JR. shall become co-trustee in his or her stead. If a co-trustee thereafter dies, resigns or is unable or refuses to act, the other of them shall become sole trustee. If the remaining trustee dies, resigns or is unable or refuses to act, a successor trustee may be appointed by a majority in number of the beneficiaries to whom the trustee is to, or may, distribute the income at the time of appointment. Any successor trustee shall become trustee without court order or other action other than delivery of written notice to the beneficiaries hereunder."

Paragraph 5 of Article X shall be revoked in its entirety and the following substituted in its place:

"5. Adopted Children. In determining the meaning of the words "children," "grandchildren," "issue," "beneficiary" and "descendants" for the purpose of this trust, adopted children of any person, including the Grantor, shall be treated as though they were natural born children of that person."

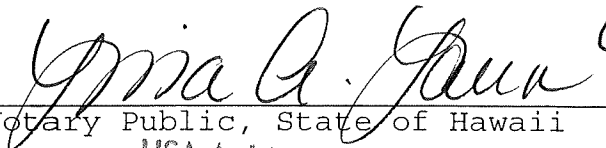
Subject to the terms and conditions of this Amendment, the trust and trust estate first created by and under the provisions of the above-mentioned Trust Agreement of September 29, 1998, as restated, shall in all other respects continue in full force and effect.

IN WITNESS WHEREOF, ALVIN E. CHONG, as Grantor and Trustee, has signed this trust amendment this 4th day of APRIL, 2006.


ALVIN E. CHONG
Grantor and Trustee

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 4th day of APRIL, 2006, before me personally appeared ALVIN E. CHONG, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

 C.S.
Notary Public, State of Hawaii
LISA A. LAUN
My commission expires: June 14, 2008

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

IN THE MATTER

OF

THE KALIMA CLASS ACTION
SETTLEMENT TRUST DATED JUNE
23, 2023.

T. No. 1CTR-23-0000142
(Trust Proceeding)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a file-marked copy of the foregoing document will be duly served by depositing the same in the United States Mail, postage prepaid, on the following identified interested person(s) immediately after filing.

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DATED: Honolulu, Hawaii, April 2, 2024.

/s/ Emily H. Kawashima
EMILY H. KAWASHIMA
Probate Special Master