

EMILY H. KAWASHIMA, 6498-0
AAL, LLLC

Topa Financial Center
700 Bishop Street, Suite 1700
Honolulu, Hawai'i 96813
Telephone No.: (808)744-4688
Facsimile No.: (888)777-5405
E-mail: emily@kawashimalaw.com

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PROBATE SPECIAL MASTER

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI'I

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 #7, FILED ON APRIL
11, 2024; EXHIBITS "1" – "5";
CERTIFICATE OF SERVICE**

Hearing:

Date: July 19, 2024

Time: 10:00 a.m.

Judge: Honorable Jeannette H. Castagnetti

**PROBATE SPECIAL MASTER'S
REPORT RE: PETITION FOR INSTRUCTIONS #7**

COMES NOW, EMILY H. KAWASHIMA, ESQ. ("Master"), duly appointed Probate Special Master to examine the Petition for Instructions #7, filed April 11, 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 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 Hawai‘i Probate Rules.

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

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 now 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 #7, filed April 11, 2024, with Exhibits;
- Notice of Hearing published in the Star-Advertiser on May 3, 2024, May 10, 2024 and May 17, 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; and
- Exhibits and objections submitted to the Claims Administrator.

A. Interviews

Your Master corresponded with a few individuals related to each Deceased Class Member, as 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 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, detailing 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. 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 Kalima-lawsuit.com website.

Probate Special Counsel published Notice of the hearing on this Petition #7 in the Honolulu Star-Advertiser on April 2, 2024, April 9, 2024, and April 16, 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.

(A) **JEREMIAH NAONE**

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Cindy K. Kaauamo, also known as CINDY K. KAAUAMO NAONE. There was no will or trust submitted.

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."

Pursuant to HRS §560:2-102, since one or more of the decedent's surviving descendants are not descendants of the surviving spouse, the surviving spouse is entitled to receive the first of a certain dollar amount. Your Master has confirmed that the settlement award does not exceed 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 to the decedent's

surviving spouse, **CINDY K. KAAUAMO NAONE**.

(B) EDWIN STEPHEN KALA'I

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er).

On May 28, 2024, your Master spoke with Kamuela Kala'i, the decedent's daughter. She informed your Master that her father had a Will and Trust. Attached as Exhibit "1," is a copy of the Fourth Amendment Edwin S. Kala'i Trust, dated August 10, 1990, which is a restatement and is signed but not dated, a copy of the Fifth Amendment dated October 16, 2013, and a copy of the Acceptance of the Successor Trustee. Ms. Kala'i also shared that her eldest brother, Edwin Stephen Kala'i, Jr. died on or about February 12, 2020. A copy of his death certificate is being filed under seal.

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 **LILIANA W. KALA'I, as Successor Trustee of the Edwin S. Kala'i Trust, dated August 10, 1990, as restated and amended.**

(C) WILLIAM KALUAALII KALAKAU III

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er). There was no will or trust submitted.

Pursuant to HRS §560:2-103, under the laws of intestacy, if there is no surviving spouse, the intestate share goes to the decedent's descendants by representation. Your Master has received additional information regarding this decedent's family. Two of the decedent's children are post-deceased. Billie-Jon Kalakau died without a spouse or descendants. See letter from Medical Examiner attached as Exhibit "2." Winona Kalakau-Hatayama was widowed and survived by one child, Dayna Kalakau. See copy of obituary attached as Exhibit "3" and a copy of her death certificate filed under seal.

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 the deceased class member's children:

WILLIAM KALAKAU IV – 1/3
DAMIEN KALAKAU – 1/3
DAYNA KALAKAU – 1/3
Descendant of Winona Kalakau-Hatayama
901 Liberty St. #4
El Cerrito, California 94530

(D) SHIRLEYANN KAMELANI KALAMA

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er). There was no will or trust submitted.

Pursuant to HRS §560:2-103, under the laws of intestacy, if there is no surviving spouse, the intestate share goes to the decedent's descendants by representation. Your Master spoke to

Wanda-Mae N. Hoopii on May 28, 2024, who confirmed that the decedent did not have a Will or a Trust and that the five descendants of the decedent are named below.

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 the deceased class member's children:

JOHNETTE K. DUARTE – ONE-FIFTH – 1/5
JOHANNA K. GERONA – ONE-FIFTH – 1/5
WANDA-MAE N. HOOPII – ONE-FIFTH – 1/5
WALTON K. MAHOE – ONE-FIFTH – 1/5
HOWELL K. MAHOE – ONE-FIFTH – 1/5

(E) ALVIN M. KALEHUAWHEHE, SR.

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Pauline Newman, also known as PAULINE KALEHUAWHEHE.

Your Master also reviewed the Letters of Administration, filed on September 18, 2023, in P. No. 2CLP-23-0000203 in the Second Circuit, State of Hawai'i. Exhibit "A" of Petition #7.

Paragraph 1-5.1(B)(1) of the QST instructs the Trustee to distribute the decedent's settlement consistent with the open probate proceeding. As this is an intestacy proceeding, your Master agrees that the distribution should be made in accordance with the intestacy statutes as determined by the Personal Representative of the Estate.

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 distributed to **DEBRA MAHUNA, Personal Representative of the Estate of ALVIN M. KALEHUAWEHU SR.**

(F) RODNEY KALIHOKALANI KAMALU

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as married to Dora Ellen Stump, also known as DORA E. KAMALU.

Your Master reviewed the Rodney K. and Dora E. Kamalu Family Revocable Trust, dated July 9, 2013. Attached as Exhibit "4." The surviving spouse is both grantor and Trustee of the 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 **DORA E. KAMALU, as Trustee of the Rodney K. and Dora E. Kamalu Family Revocable Trust, dated July 9, 2013.**

(G) RITA JOYCE KANEKO

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Gary Ichiro Kaneko. There was no will or trust submitted.

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."

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:

GARY ICHIRO KANEKO – \$100,000, plus 50% of any balance
JASON ROBBINS – 1/6 of balance
CHAD KANEKO – 1/6 of balance
DARREN KANEKO – 1/6 of balance

(H) JOHN PAUL BREDE

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Gladys Shizuko Leilani Omoto, also known as GLADYS S. BREDE. The surviving spouse is also deceased and left descendants who are all children of the decedent and his surviving spouse.

Your Master also reviewed the Last Will and Testament of the decedent as well as the Short Form of the Gladys S. Brede Revocable Living Trust, dated May 6, 2013. Exhibit "B" of Petition #7. The Will of the decedent directs the Personal Representative to transfer the residue of his estate to the Gladys S. Brede Revocable Living Trust, dated May 6, 2013.

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 **COLIN K.K. BREDE, Trustee of the Gladys S. Brede Revocable Living Trust, dated May 6, 2013.**

(I) JUDY MAY LEILANI KANIAUPIO

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er). There was no will or trust submitted.

Pursuant to HRS §560:2-103, under the laws of intestacy, if there is no surviving spouse, the intestate share goes to the decedent's descendants 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 May 28, 2024, your Master spoke with Herb Kaniaupio, who confirmed that the decedent did not have a Will or a Trust and that the four descendants of the decedent are named 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 shares to the deceased class member's children:

HERBERT KANIAUPIO – 1/4
HERB KANIAUPIO – 1/4
CHRIS KANIAUPIO – 1/4
JULIANNE KANIAUPIO – 1/4

(J) WILLIAM KANIHO, JR.

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Henrietta Kamakele, also known as HENRIETTA MELI KANIHO. The surviving spouse is also deceased and left descendants who are all children of the decedent and his surviving spouse.

Your Master also reviewed the Last Will and Testament of the decedent as well as the William Kaniho, Jr. Revocable Living Trust, dated May 10, 1994, First Amendment, dated August 30, 2000, and Second Amendment, dated June 25, 2003. Exhibit "C" of Petition #7. The Will of the decedent directs the Personal Representative to transfer the residue of his estate to his Trust. The first successor Trustee is deceased.

Paragraph 1-5.1(B)(1) of the QST instructs the Trustee to distribute the decedent's settlement consistent with the open probate proceeding. As this is an intestacy proceeding, your Master agrees that the distribution should be made in accordance with the intestacy statutes as determined by the Personal Representative of the Estate.

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 **CHARLOTTE TORRES, Trustee of the William Kaniho, Jr. Revocable Living Trust dated May 10, 1994, as amended.**

(K) DANIEL KANIHO SR.

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Norma Joan Kuulei Keomalu, also known as **NORMA JOAN KUULEI KANIHO**. The surviving spouse is also deceased and has descendants from another relationship. There was no will or trust submitted.

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 award does not exceed that amount. Therefore, the entire settlement award shall pass to the surviving spouse's descendants.

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 the descendants of the decedent's surviving spouse:

SHANNON AVEIRO – 1/3
SHANNETTE KALANIOPIO - 1/3
SHAYNEE KAAHILI - 1/3

(L) KENNETH KANIHO, SR.

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Lorraine Poli Akiona, also known as LORRAINE POLI KANIHO. The surviving spouse is also deceased and left descendants who are all children of the decedent and his surviving spouse. No Will or Trust for this decedent has been submitted. Your Master spoke to Guy Kaniho on May 29, 2024, who confirmed that his brother, Kenneth Kaniho, Jr., was survived by two children who are now adults.

Pursuant to HRS §560:2-102(1), under the laws of intestacy, when all of the decedent's surviving descendants are also descendants of the surviving spouse, and there is no other descendant of the surviving spouse, then the intestate share goes to the decedent's surviving

spouse. In this instance, the decedent's settlement award would go to the estate of the surviving spouse. The surviving spouse had a Trust, and the Third Amendment to the Lorraine P. Kaniho Trust, dated December 2, 1994, was submitted after the Petition was filed. Exhibit "5." Your Master requested copies of the previous Trust documents, but Guy Kaniho informed your Master that he and his Co-Trustee sister do not have copies of any other Trust documents.

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." Your Master finds that the Third Amendment adequately outlines the Settlor's intent.

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 **GUY KANIHO and BLANCHE BATCHELDER as Successor Co-Trustees of the Lorraine P. Kaniho Trust, dated December 2, 1994 for distribution in accordance with the Trust.**

(M) LORRAINE POLI KANIHO

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er). Attached as Exhibit "5" is the Third Amendment to the Lorraine P. Kaniho Trust, dated December 2, 1994, which was submitted after Petition #7 was filed.

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 **GUY KANIHO and BLANCHE BATCHELDER as Successor Co-Trustees of the Lorraine P. Kaniho Trust, dated December 2, 1994 for distribution in accordance with the Trust.**

(N) **IRENE M. CORDEIRO-VIERRA**

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er).

Your Master also reviewed the Last Will and Testament of the decedent as well as the Declaration of Revocable Trust of Irene M. Cordeiro-Vierra, dated November 15, 1989. Exhibit "D" of Petition #7. The Will of the decedent directs the Personal Representative to transfer the residue of his estate to his 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 **RICHARD H.K. VIERRA, Trustee of the Revocable Trust of Irene M. Cordeiro-Vierra dated November 15, 1989.**

(O) **HAROLD EDWIN BERTELMANN**

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er).

Your Master also reviewed the Last Will and Testament of the decedent as well as the Short Form of the Harold E. Bertelmann Revocable Living Trust, dated March 10, 2010. Exhibit “E” of Petition #7. The Will of the decedent directs the Personal Representative to transfer the residue of his estate to his 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 **KEVIN M. BERTELMANN, Trustee of the Harold E. Bertelmann Revocable Living Trust dated March 10, 2010.**

(P) MOSES SOO CHUN KAMANAPIO KIM, JR.

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent’s death certificate lists marital status as Married to Lisa H. Kuwasaki, also known as LISA H. KUWASAKI-KIM.

Your Master also reviewed the Last Will and Testament of the decedent. Exhibit “F” of Petition #7. The Will of the decedent directs the Personal Representative to transfer the residue of his estate to his spouse, Lisa H. Kuwasaki Kim.

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 its entirety to **LISA H. KUWASAKI-KIM**.

(Q) OCTAVIA MAIHILI CHUNG

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er).

Your Master also reviewed the Last Will and Testament of the decedent as well as the Short Form Trust of the Octavia M. Chung Trust, dated December 30, 1993. Exhibit "G" of Petition #7. The Will of the decedent directs the Personal Representative to transfer the residue of her estate to her 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 **GLENN K. CHUNG and ESMOND K. CHUNG, Co-Trustees under the Octavia M. Chung Trust dated December 30, 1993**.

(R) EVELYN HALEAKALA KUAHIWI NANI 'O MAUI CHONG-MARTIN

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Married to Merle Martin, who is also deceased.

Your Master also reviewed the Last Will and Testament of the decedent which directs the residue of the estate be devised to Dawn M. DeLeon and Laura M. Sharpe equally. Exhibit “H” of Petition #7.

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 the following proportions:

LAURA M. SHARPE – 1/2
DAWN M. DELEON – 1/2

(S) MOSES KAHAULELANI IOKUA

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent’s death certificate lists marital status as Widow(er).

Your Master also reviewed the Last Will and Testament of the decedent. Exhibit “I” of Petition #7. The decedent devised the entirety of this estate to his spouse, unless she predeceases him, then to Moses Iokua, Jr.

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 its entirety to **MOSES IOKUA, JR.**

(T) BERTRAM LELE AKIONA

Your Master reviewed the facts contained in Petition #7 as well as the data provided in the Facilitator database. The decedent's death certificate lists marital status as Widow(er).

Your Master also reviewed the Last Will and Testament of the decedent. Exhibit "J" of Petition #7. The decedent devised the entirety of this estate to his spouse, unless she predeceases him, then to their five children in equal shares.

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 the following manner:

BERNADETTE K. PARK – 1/5
CARMELA A. BOZINA – 1/5
GARRET M. AKIONA (also known as
BERTRAM GARRET AKIONA) – 1/5
ARNETT E. AKIONA – 1/5
DEBRA M.G. RIOS – 1/5

IV. CONCLUSION

WHEREFORE, your Master recommends and prays as follows:

- A. That the Court approve and adopt this Master's Report Re: Petition for Instructions #7;
- B. That the Court grant the Petition for Instructions #7, filed April 11, 2024;

C. That the Court find that jurisdictional requirements have been met and venue is proper;

D. That the Court finds 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 finds 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 Hawai'i Probate Rule 34(a) accordingly; and

I. Grant such other and further relief as this Court may deem just and equitable.

DATED: Honolulu, Hawai'i, on June 10, 2024.

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

**FOURTH AMENDMENT TO THE
EDWIN S. KALA'I TRUST**

Pursuant to powers reserved, EDWIN S. KALA'I, as Grantor and EDWIN S. KALA'I, as Trustee, of the EDWIN S. KALA'I TRUST dated August 10, 1990, hereby amends that certain Revocable Living Trust agreement by deleting the entire original trust and any subsequent amendments if any, in their entirety and replacing the same with the following:

Preamble:

Name of this Trust:	EDWIN S. KALA'I TRUST
Type of Trust:	Revocable Living Trust
Purpose of Trust:	Probate Avoidance and Orderly Distribution of Assets of the Grantor
Grantor:	EDWIN S. KALA'I
Grantor's Family:	Grantor is married to JOYCE P. KALA'I. They have five (5) children: EDWIN S. KALA'I, JR., MONTGOMERY N. KALA'I, KAMUELA K. KALA'I, EMMETT H. KALA'I and LILIANA W. KALA'I.
Date of this Amendment:	_____, 2013
Place of Signature	Honolulu, Hawaii
Initial Trustee:	EDWIN S. KALA'I
Successor Trustee:	JOYCE P. KALA'I
Further Successor Trustee:	LILIANA W. KALA'I
Final Successor Trustee:	EMMETT H. KALA'I
Beneficiary:	EDWIN S. KALA'I

Contingent Beneficiaries:

As follows:

1. Family Trust. The Trustee shall select, in its sole discretion, that portion of the estate equal to the Federal Estate Tax Exemption as the Family Trust. If no selection is made, the marital residence shall be considered part of the Family Trust up to the amount of the Federal Estate Tax Exemption, even though said marital residence may have been transferred for Medicaid purposes into an Estate Tax defective irrevocable trust. If the Federal Estate Tax Exemption is not fully utilized by the marital residence, the Trustee may select other financial assets to fully utilize the Federal Estate Tax Exemption.

2. Spousal Trust. The Trustee shall select the remaining estate as the Spousal Trust.

3. Distribution, Termination and Disposition of the Spousal Trust. Upon Demise of the Grantor, the Spousal Trust shall terminate and all assets of the Spousal Trust shall be distributed to the surviving spouse.

4. Distribution of the Family Trust. The Trustee may, in its complete discretion, distribute to or for the benefit of the Grantor's spouse and the Grantor's Named Contingent Beneficiaries so much or all of the net income and principal of the Family Trust as the Trustee deems advisable for their health, education, maintenance and support in accordance with their needs as determined by the Trustee with or without considering other assets available to them without being required to keep payments equal or proportionate. The Trustee shall consider the Grantor's living spouse the preferred beneficiary of the Family Trust and shall resolve uncertainties concerning distribution in favor of Grantor's living spouse to the exclusion of the Named Contingent Beneficiaries. The Trustee shall follow as its standard in making such distribution, the standard of living which the Grantor and Grantor's spouse enjoyed together immediately prior to Grantor's death and may use any means necessary to obtain information to ascertain said standard.

5. Termination and Disposition of the Family Trust. The Termination of the Family Trust shall be upon the demise of the Grantor and the Grantor's spouse. Upon Termination, the Trustee shall distribute the Trust Estate then remaining, including accumulated and accrued but undistributed income, as follows:

A. Payment of Taxes and Expenses. Prior to distribution of the Trust Estate to the Named Contingent Beneficiaries, the Trustee shall pay any Funeral and Burial Expenses, Estate Taxes, Generation Skipping Taxes, Income Taxes, Trust and Probate Estate liabilities, administrative expenses and Trustee and Probate Fees, including without limitation expenses incurred in safeguarding and distributing property out of the Trust and Probate Estates. All said taxes and expenses provided herein shall be apportioned among the Named Contingent Beneficiaries according to the fair market value each Named Contingent Beneficiary receives herein, regardless of whether said Named Contingent Beneficiary was a

specific bequest beneficiary or a residual beneficiary. The Trustee shall have full power and authority to withhold any asset from distribution to a Named Contingent Beneficiary until said Named Contingent Beneficiary satisfies its share of any taxes and expenses.

B. Residue of the Trust Estate.

1. All of the Trust Estate shall be distributed to the Grantor's issue, EDWIN S. KALA'I, JR., MONTGOMERY N. KALA'I, KAMUELA K. KALA'I, EMMETT H. KALA'I and LILIANA W. KALA'I, in equal shares. Should EDWIN S. KALA'I, JR., MONTGOMERY N. KALA'I, KAMUELA K. KALA'I, EMMETT H. KALA'I or LILIANA W. KALA'I predecease the Grantor, then their respective share shall be distributed to their respective issue, per stirpes.

TABLE OF CONTENTS: This Trust contains three parts. Part One disposes of the Trust Estate. Part Two contains the Trust Powers. Part Three contains Miscellaneous Provisions.

AGREEMENT: This Trust is made between EDWIN S. KALA'I, of the State of Hawaii, as Grantor and EDWIN S. KALA'I, as Trustee. By signing this Trust, EDWIN S. KALA'I may transfer property and assets to the Trustee and the Trustee shall hold and dispose of the Trust Estate pursuant to this Trust.

PART ONE: Disposition of the Trust Estate.

1. Beneficiaries. Subject to the terms of paragraphs 7,8 and 9, the Beneficiary shall be entitled to the net income and principal of the Trust Estate, and the Beneficiary shall be entitled to possession and occupancy of any real property owned by the Trust.

2. Contingent Beneficiaries, Rights to Net Income. Subject to the terms of paragraph 9, the Contingent Beneficiaries shall be entitled to the net income.

3. Contingent Beneficiaries, Rights to the Principal of the Trust Estate. Subject to the terms of paragraph 9, the Contingent Beneficiaries shall be entitled to the Trust Estate pursuant to the following terms: financial assets of the Trust Estate shall be transferred to the Contingent Beneficiaries free and clear of any trust, subject to the terms of paragraphs 5 and 6. Any real property owned by the Trust shall be subject to the terms of paragraphs 4, 5 and 6.

4. Sales Provision. Subject to any mortgages, liens, and/or encumbrances to the Real Property of the Trust Estate, upon the Named Contingent Beneficiaries entitlement to the Real Property of the Trust Estate, the Trustee shall:

a. Distribute the real property by deed to the Named Contingent Beneficiaries as Tenants in Common upon unanimous decision in writing of said Named Contingent Beneficiaries, or

b. Market said Real Property upon the following terms:

1) If one of the Named Contingent Beneficiaries wishes to purchase the property, the Trustee in its complete discretion shall set a reasonable fair market value adjusted by discounts for immediate sale and commissions.

2) If two or more Named Contingent Beneficiaries wish to purchase the property, the purchase price shall be fixed by the highest bid at an informal auction conducted in the sole discretion of the Trustee with the Named Contingent Beneficiaries present, with the upset price set in item (1).

3) If no Named Contingent Beneficiary wishes to purchase the property, the Trustee shall in its complete discretion sell the property at a reasonable fair market value at the earliest opportunity.

4) The Trustee shall distribute the net proceeds to the Named Contingent Beneficiaries.

5. Minor Beneficiary Provision. Should any of the Contingent Beneficiaries be under the age of 25 years at the time of distribution, the Trustee

shall, in its sole discretion, distribute for the benefit of said Contingent Beneficiary, so much or all of the net income and principal of said Contingent Beneficiary's share of the Trust Estate, as the Trustee determines to be necessary or required for the health, support, maintenance and education of said Contingent Beneficiary until said Contingent Beneficiary attains the age of 25 years. Upon said Contingent Beneficiary's attaining the age of 25 years, the Trustee shall make complete distribution of the remainder of said Contingent Beneficiary's share of the Trust Estate to said Contingent Beneficiary, free and clear of any trust.

6. Parental Protection Provision (Reserved)

7. No Contest Provision. The beneficiary terms and % of distribution have been duly considered by the Grantor. Beneficiaries who have been omitted have intentionally been omitted. No distribution shall be made to anyone who contests any provisions of this Trust. If a court of law for any reason allows a distribution to a contesting party, this Trust shall not pay any attorney's fees on behalf of the contesting party and all attorney's fees of the Trust to defend against said contesting party shall be deducted from the court's award to the contesting party.

8. Prior Trusts. All prior revocable living trusts and amendments are revoked.

9. Demise. Upon death of the Grantor, all of said Grantor's rights as a Beneficiary and powers as an Initial Trustee shall cease.

10. Presumption. There shall be no short term inheritance. It is presumed that anyone who dies within 30 days of Grantor's death has predeceased the Grantor.

11. Termination. Subject to the terms of paragraph 5, this Trust shall terminate upon the demise of the Grantor, provided that the Contingent Beneficiary elects to receive distribution immediately. If pursuant to paragraph 52, the Contingent Beneficiary does not wish to receive immediate distribution, this Trust may continue for a maximum of 10 years after the demise of the Grantor. This Trust shall terminate by Formal Termination of the Trust without court approval provided that the Contingent Beneficiaries approve and accept the inventory, valuation, income, expenses, taxes, trustee fees and distribution in writing. Upon Final Receipt, Approval and Acceptance, the Successor Trustee shall be released and discharged from all liability in the Distribution of the Trust Estate and the Formal Termination of this Trust shall be complete.

12. Continuation of Powers. All of the powers and discretion of the Trustee shall continue until all of the Trust Estate has been distributed.

13. Contingent Distribution. If this Trust fails to distribute any part of the Trust Estate, the Trustee shall distribute such part to the Grantor's heirs as prescribed by Section 560:2-101, et seq., Hawaii Revised Statutes, as amended.

PART TWO: Powers to the Trustee

14. Grant. The Grantor grants to the Trustee discretion and complete power to administer the Trust Estate. In addition to those powers now or subsequently conferred by common law and statute, these powers shall include specifically all powers enumerated in the Uniform Trustee's Powers Act, Hawaii Revised Statutes, Chapter 554A, and without limitation the following powers:

15. Real Estate. To purchase, sell, exchange, lease, mortgage, encumber, repair and subdivide any real estate owned by the Trust in its sole discretion;

16. Financial Assets. To invest, reinvest, or divest any financial assets owned by the Trust in its sole discretion;

17. Business. To continue, conduct and operate any business owned by the Trust in its sole discretion;

18. Indebtedness. With respect to any indebtedness owed to the Trust, secured or unsecured:

i) To Continue the same upon and after maturity, with or without renewal or extension, upon such terms as the trustee deems advisable;

ii) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;

19. Contracts. To enter into contracts which are reasonably incident to the administration of the Trust;

20. Agreements. To carry out the terms of any valid agreement which the Grantor may have entered into during the Grantor's lifetime concerning property owned by the Trust;

21. Execute Instruments. To execute, acknowledge, and deliver all instruments necessary or appropriate for the administration of the Trust, including delegatory powers through a Trustee Power of Attorney;

22. Insurance. To carry insurance against such hazards including public liability, in either stock or mutual companies and to purchase annuity policies or life

insurance on the life of any Beneficiary or other person in whom any of the Beneficiaries have an insurance interest, naming as Beneficiary of any such policy either the Trust itself or the Beneficiary on whom or with respect to whom the policy was taken out; to pay premiums, assessments and proper charges on any such policy as beneficial distributions, charging the same to income or principal as permitted by the distributive provisions of this agreement relating to the Beneficiary on whom or with respect to whom the policy was taken out; and to exercise all or any rights granted under such policy;

23. Deal With Fiduciaries. To purchase from, borrow from, sell to, and generally to deal with the Trustee, individually and as a fiduciary, or with partnerships, corporations and financial or business organizations in which the Trustee may have an interest;

24. Deposit and Invest. To deposit and invest Trust funds in banks, savings and loans, credit unions, stock brokerages, insurance companies, mutual funds; to purchase money market, certificates of deposit, stocks, bonds and annuities, to open checking accounts, to open joint Trust accounts with spouse's Trust and co-mingle funds in joint Trust Accounts with spouse's Trust and to appoint spouse as an agent for all Trust deposits and investments ;

25. Borrow. To borrow money from any source, for any purpose, including an individual trustee or the commercial department of a corporate trustee, with any such indebtedness being repayable solely from the Trust Estate, or a part of it and to pledge or encumber the Trust Estate, or a part of it, as security for such loans;

26. Employ Agents and Delegate. To employ and compensate out of the principal or income, or both, of the Trust Estate, agents, accountants, brokers, attorneys in fact, attorneys at law, tax specialists, realtors, investment counsel and other assistants and advisors, and to delegate powers and duties to other person, partnerships or corporations, and to employ and delegate as so provided without liability for any neglect, omission, misconduct or default of any such agent, provided such agent was selected and retained with reasonable care, provided, however, that if, and so long as a bank or trust company shall act as Trustee, no payments shall be made by the Trustee out of the Trust Estate for bookkeeping, clerical, custodian or investment counsel services unless such payment shall be first approved by the Grantor, or after the Grantor's death, by a majority of the adult Beneficiaries then entitled to receive income;

27. Take Legal Action. To prosecute or defend judicial and administrative proceedings for the protection of the Trust Estate, or for the protection of the Trustee in the performance of it duties;

28. Establish Reserves. To establish reserves for taxes, assessments, insurance premiums, repairs, improvements, depreciation and cost recovery, depletion, obsolescence, and general maintenance of buildings, and other property,

and for the equalization of payments to or for the beneficiaries entitled to receive income out of the rents, profits or other income received;

29. Settle Claims. To pay, contest or otherwise settle claims by or against the Trust Estate, including taxes, assessments and expenses, by litigation, compromise, arbitration or otherwise;

30. Exercise Rights. To sell or exercise stock subscription rights, participate in foreclosures, reorganizations, recapitalizations, consolidations, mergers, liquidations, or other corporate adjustments, to enter into voting trust agreements or other similar arrangements, and to consent to the corporate sales, leases or encumbrances; to deposit stocks or other securities which are part of the Trust Estate with any protective or other similar committee, or with voting trustees;

31. Distribute in Kind. To make distributions in kind, in money, or partly in each, without requiring pro rata distribution of specific assets, at fair market value as determined by the Trustee on the effective date of distribution;

32. Release of Powers. To release by an instrument in writing, any power expressly or impliedly conferred in this Trust;

33. Taxes. To compute, file and amend any Federal or State Tax Returns and to deal with, negotiate and enter agreements with the Internal Revenue Service and State Revenue agents; including claims for refund and all other reports applications and petitions required or permitted by government;

34. Deferred Income Plan. To deal with Pension Plans, Retirement Plans, IRA Accounts and make decisions as to withdrawals and rollovers;

35. Gifts. To make gifts to any donee, including any beneficiaries not named in this Trust and including an Attorney in Fact, for any purpose and by any means, including through a Power of Attorney;

36. Benefits. To deal with the Social Security Administration and State Department of Human Services;

37. Life Insurance. To purchase, renew, extend and cancel life insurance, whether term or whole life, including long term disability insurance, casualty insurance, catastrophic illness insurance;

38. Living Trusts. To create, amend, authorize, execute and fund living trusts whether revocable or irrevocable including any amendments thereto;

39. Advance Health Care Directive. To create, authorize and execute Advance Health Care Directives;

40. Assets in other Jurisdictions. The Trustee may appoint a person or corporation in writing and signed by the Trustee to act as Trustee with respect to assets in other jurisdictions, with full powers and discretion;

41. Establish Margin Accounts. To buy, sell and trade in securities, commodities, stocks, bonds, options, futures, options on futures or any derivative instrument of the foregoing, of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by it with such brokers as security for loans and advances made to the Trustee;

42. Terminate Trusts. To terminate this Trust when the fair market value of the Trust Estate has declined below \$50,000 and the Trustee decides that it would be uneconomical, imprudent or unwise to continue to retain the Trust;

43. Safe Deposit Boxes. To open, have access to, add to, and remove the contents from one or more safe deposit boxes in the name of the Trust;

44. Voting. To vote, in person or by proxy, shares of stock or other securities owned by the Trust in its sole discretion;

45. Accounting. To determine principal and income, depreciation and depletion, in accordance with generally accepted accounting principles, methods and formulas. No annual accounting shall be required of the Initial Trustee. The Successor Trustee shall annually account to each adult Beneficiary;

46. Liability of the Trustee. To rely upon any writing believed to be genuine in its sole discretion. The Trustee shall incur no liability for any distribution, investments, votes, or decisions, made in good faith and without knowledge of a changed condition or status affecting the interest of a Beneficiary;

47. Tax Deferred Investments. The Trustee shall have the power to rollover or reinvest Qualified Plan or IRA proceeds on behalf of the Beneficiaries A) in order to avoid income tax to the Trust or Beneficiaries except for amounts actually paid to the Beneficiaries and/or B) in order to fund or maintain the marital deduction.

48. Compensation of Trustee. The Trustee shall be entitled to reasonable compensation for its services and reimbursement for expenses necessarily incurred in the administration of the Trust Estate;

49. Resignation and Acceptance of Trustees. Subject to paragraph 50 and 51, the Initial Trustee shall administer the Trust Estate until resignation or death. The Initial Trustee may resign at any time without court approval provided that said resignation be in writing, signed by said Initial Trustee and notarized. Upon the

death, resignation or cessation of Trustee powers of the Initial Trustee, the remaining Initial Trustee, if any, shall administer the Trust Estate. Upon the death, resignation or cessation of Trustee powers of the remaining Initial Trustee, the Successor Trustee shall administer the Trust Estate until its death, resignation or cessation of powers. Said succession of Trustees shall continue until no qualified named Trustees remain, in which event, the oldest Contingent Beneficiary shall succeed as Trustee and administer the Trust Estate. If no Contingent Beneficiary is qualified to act or accept as Trustee, a qualified Individual Trustee or Corporate Trustee shall be appointed by the Court having jurisdiction over this Trust.

50. Termination of Trustee: Medical. Upon a written determination by a physician, psychiatrist or clinical psychologist duly licensed in the jurisdiction where the Trustee resides, who has examined and tested the Trustee, that said Trustee is incompetent to manage its own financial affairs, all of said Trustee's powers shall cease.

51. Termination of Trustee: Legal. Upon a legal judicial determination where the Trustee resides that said Trustee is entitled to a guardian ad litem, guardian of the person or guardian of the property, all of said Trustee's powers shall cease.

PART THREE: Miscellaneous Provisions.

52. Spendthrift. The interest of the Beneficiaries, other than the Grantor, in principal or income, shall not be subject to claims of their creditors, including legal process and may not be liened or encumbered.

53. Construction. This Agreement shall be liberally construed in favor of the Grantor.

54. Bond. No bond shall be required of the Trustee.

55. Court Procedures. Court procedures shall be minimized. No accounting need be filed in any court. No action of the Trustee, including appointment or compensation need be submitted to any court for approval.

56. Ratification. The Grantor may approve any act or omission by the Trustee which shall ratify, authorize and empower such act or omission and absolve and fully and freely release it from liability.

57. Partial Invalidity. If any provision is unenforceable or invalid for any reason, the remainder of this Trust shall continue in full force and effect.

58. Jurisdiction. This Trust shall be governed and administered in accordance with the laws of the State of Hawaii.

59. Amendment and Revocation. This Trust may be amended, revoked or terminated at any time provided that it be in writing, signed by the Grantor, under notary, and delivered to the Trustee. This Trust revokes all previous Trusts and Amendments and replaces all previous Trusts and Amendments by replacement in its entirety.

60. Estate and Inheritance Tax Reformation. Notwithstanding anything herein to the contrary, the Trustee may reform or amend this Trust in any manner upon the Demise of the Grantor to benefit the Estate for Federal Estate Tax purposes, and the Trustee shall have, without liability or accountability, the authority to take action necessary to assure the availability of the maximum Federal Estate Tax Exemption, including the ability to establish Qualified Domestic Trust.

61. Definitions. As may be used herein,

A. "Trustee" means Trustees, Successor Trustee, Co-Successor Trustees, Further Successor Trustee, Final Successor Trustee or anyone duly appointed by the Court to act in the position of Trustee, whether masculine or feminine, singular or plural.

B. "Issue" means persons who are descended from the ancestor referred to; either by legitimate relationship to or legal adoption by that ancestor or by any of that ancestor's legitimate or legally adopted descendants. "Children" means issue of the first generation. Naming specific persons limits the definition of "issue".

C. "Per stirpes" means in equal shares among living children and the issue of deceased children, the latter taking by right of representation. Naming percentages specifies the share distribution.

D. "Per capita" means in equal shares among living children and not the issue of deceased children, the latter not taking by right of representation. Naming percentages specifies the share of distribution.

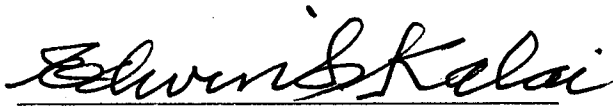
E. "Financial Assets" means any and all cash on hand, checking accounts, savings accounts, certificate of deposits, money market accounts, stocks, bonds, mutual funds, investment accounts, annuities, investment retirement accounts (IRA), pension proceeds, life insurance proceeds, loan proceeds, mortgage proceeds and estate claim proceeds. "Financial Assets" shall not include proceeds from the sale of any real property or any "Tangible Personal Property".

F. "Tangible Personal Property" of the Trust Estate includes vehicles, boats, furniture, furnishings, books, art, objects of art, equipment, jewelry, precious metal, collections of any kind, clothing and other property of household or personal nature.

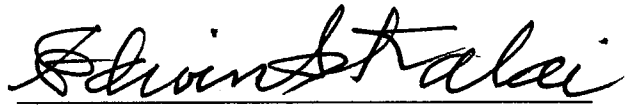
62. Rule Against Perpetuities. In no event may a Trust created by this Agreement terminate later than 21 years after the death of the last survivor of Grantors' descendant living on the Date of this Trust.

63. Disclaimer. Any Beneficiary may disclaim any property, interest, proceeds or power given hereunder including benefits from Qualified Plans and IRA's by a signed writing delivered to the Trustee within the period allowed by Hawaii Revised Statutes, §560:2-801 or Internal Revenue Code, §2518 (b), whichever is shorter. The property, interest or power disclaimed or renounced shall pass as though the Beneficiary predeceased the Grantor or, has died immediately preceding an event subsequent to the death of Grantor which entitled the Beneficiary to a benefit or power. If the Trustee received any asset which has been disclaimed by the Trust Beneficiary, the Trustee shall construe the disclaimer to include the disclaimer of the Beneficiary's interest in the specific asset only.

64. Acceptance of Trust. The Grantor and Trustee by signatures below, execute, acknowledge and signify the acceptance of this Trust effective the Date of this Trust.

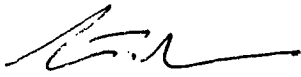

EDWIN S. KALA'I

"Grantor"


EDWIN S. KALA'I

"Trustee"

Advised as to Living Trust and
Probate Avoidance only. No
Financial or Estate Planning
offered or accepted:



Neil T. Nakamura
Attorney for Grantor

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS.
FIRST CIRCUIT)

EDWIN S. KALA'I identity confirmed, personally
appeared and acknowledged
that the signing of this

16-page FOURTH AMENDMENT TO THE EDWIN S. KALA'I TRUST
was a free act and deed.

All of the above dated,

Subscribed and sworn on

_____, 2013 before:



CAROLE K. NAKAMURA

Notary Public, State of Hawaii

Commission expires: 7/22-2014

I.s.

**FIFTH AMENDMENT TO THE
EDWIN S. KALA'I TRUST**

Pursuant to powers reserved, EDWIN S. KALA'I, (the "Grantor") and EDWIN S. KALA'I (the "Trustee"), of the EDWIN S. KALA'I TRUST dated August 10, 1990, hereby amend that certain Revocable Living Trust agreement as follows:

Page 1a:

By deleting in its entirety the following:

"Grantor's Family: Grantor is married to JOYCE P. KALA'I. They have five (5) children: EDWIN S. KALA'I, JR., MONTGOMERY N. KALA'I, KAMUELA K. KALA'I, EMMETT H. KALA'I and LILIANA W. KALA'I.

Successor Trustee: JOYCE P. KALA'I

Further Successor Trustee: LILIANA W. KALA'I

Final Successor Trustee: EMMETT H. KALA'I"

And by inserting the following in its place:


"Grantor's Family: Grantor is single. He has five (5) children: EDWIN S. KALA'I, JR., MONTGOMERY N. KALA'I, KAMUELA K. KALA'I, EMMETT H. KALA'I and LILIANA W. KALA'I.

Successor Trustee: LILIANA W. KALA'I


Final Successor Trustee: EMMETT H. KALA'I"

All other provisions of the EDWIN S. KALA'I TRUST dated August 10, 1990
remain unchanged and in effect.

DATED: Honolulu, Hawaii Oct. 16, 2013.



EDWIN S. KALA'I
"Grantor"



EDWIN S. KALA'I
"Trustee"

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS.
FIRST CIRCUIT)

EDWIN S. KALA'I identity confirmed, personally
appeared and acknowledged
that the signing of this

3-page FIFTH AMENDMENT TO THE EDWIN S. KALA'I TRUST

was a free act and deed.

All of the above dated,

Subscribed and sworn on

Oct. 16, 2013 before:



CAROLE K. NAKAMURA

Notary Public, State of Hawaii

Commission expires: 4-22-2014

I.s.

After Recordation Return By: Mail () Pickup () To:

LAW OFFICES OF NEIL T. NAKAMURA & ASSOCIATES
1585 Kapiolani Boulevard, Suite 1200
Honolulu, Hawaii 96814

DEMISE1-5/96

EDWIN S. KALA'I TRUST

Name of this Document: Demise of Initial Trustee, Death Certificate, Appointment and Acceptance of Successor Trustee

Date of this Document: Oct. 17, 2017

Place of this Document: Honolulu, Hawaii

Name of this Trust: EDWIN S. KALA'I TRUST

Type of Trust: Revocable Living Trust (Unrecorded)

Date of this Trust: August 10, 1990

Grantor/Settlor and Initial Trustee: EDWIN S. KALA'I

Date of Demise of Initial Trustee (Death Certificate attached): October 26, 2017

Successor Trustee: LILIANA W. KALA'I

Address of Successor Trustee: 46-337 Kahuhipa Street
Kaneohe, Hawaii 96744

The Demise of Initial Trustee terminates the powers of said Initial Trustee both effectively and pursuant to Paragraph 9 "Demise". The Successor Trustee is appointed pursuant to Paragraph 49 "Resignation and Acceptance of Trustees" and said Successor Trustee by signature below, acknowledges the acceptance of fiduciary powers, responsibilities and duties as Successor Trustee of the EDWIN S. KALA'I TRUST.

Signed, executed and effective, 12/14, 2017.



LILIANA W. KALA'I, Successor Trustee of
the EDWIN S. KALA'I TRUST.

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU
FIRST CIRCUIT

)
) SS.
)

LILIANA W. KALA'I

identity confirmed, personally
appeared and acknowledged
that the signing of this
4-page Demise and Acceptance
was a free act and deed.

All of the above dated,

Subscribed and sworn on

Dec. 14, 2017 before:



Carol K. Nakamura

Notary Public, State of Hawaii

Commission expires: 4-22-2018

l.s.

**DEPARTMENT OF THE MEDICAL EXAMINER
KA 'OIHANA O KE KAUKA KILO KUPAPA'U**

CITY AND COUNTY OF HONOLULU

650 WILEI ROAD, SUITE 205 • HONOLULU, HAWAII 96817
TELEPHONE: (808) 768-3090 • FAX: (808) 768-3099 • WEBSITE: honolulu.gov

RICK BLANGIARDI
MAYOR
MEIA



MASAHIKO KOBAYASHI, M.D., Ph.D.
MEDICAL EXAMINER
KAUKA KILO KUPAPA'U

February 23, 2024

To Whom It May Concern:

Re: Billie Jon P. KALAKAU

MED # 2024-0633

This is to certify that Billie Jon P. KALAKAU (DOB [REDACTED]/SSN [REDACTED]), died in this jurisdiction on 02/22/2024 under circumstances which are being investigated by this office. The cause of death has not yet been determined, therefore, a final death certificate is not available at this time. This letter shall serve as confirmation of the death.

Please contact our office at 808-768-3090 for further information.

Sincerely,

P. Ke'alo Horiuchi

Patricia "Ke'alo" Horiuchi

EXHIBIT "2"



Official Obituary of

Winona Kalauokealoha Kalakau- Hatayama

██████████ - October 20, 2017

[Sign In](#)

[Obituary & Events](#)

[Tribute Wall](#)

Winona Kalauokealoha Kalakau- Hatayama Obituary

The services for Winona Kalauokealoha Kalakau-Hatayama will be Saturday, November 4, 2017 at Calvary Episcopal Church, 45-435 Aumoku St., Kaneohe. Visitation at 10am - 10:45am, Service at 11:00am.

Winona was born in ██████████ and peacefully passed away on October 20, 2017. She graduated from the Kamehameha Schools, and Mills College. Preceded in death by husband Kenneth Hatayama, as well as parents Juanita and William K. Kalakau, III. Survived by daughter Dayna Kalakau, brothers William K. Kalakau, IV and Damien, and sister Billie, as well as nieces, a nephew and many aunts, uncles, and cousins.

To plant a beautiful memorial tree in memory of Winona, please visit our [Tree Store \(https://tree.tributestore.com/?old=2687794&tag=&source=tco_descriptionundefined&mtph=1\)](https://tree.tributestore.com/?old=2687794&tag=&source=tco_descriptionundefined&mtph=1).

Hide ^

Events

NOV 4 Visitation

EXHIBIT "3"

[Share a memory](#)

[Plant a tree \(https://tree.tributestore.com/?old=2687794&tag=](https://tree.tributestore.com/?old=2687794&tag=)

THE RODNEY K. AND DORA E. KAMALU FAMILY

REVOCABLE TRUST

This Trust Agreement, the "Trust", made this 9th day of July, between Rodney Keliioikalani Kamalu and Dora Ellen Kamalu of St. George, Washington County, Utah, as Grantors and Dora Ellen Kamalu of St. George, Washington County, Utah, as Trustee.

I. Purpose of the Trust

The Trust is created, but is not limited to, the purpose of providing for the heirs of the Grantors as well as the maintenance of the Grantors during their lifetime or until such time as the Trust is dissolved.

II. Trustee

The term "Trustee" as used in this Trust means one or more Trustees as well as any Successor Trustee.

III. Trust Assets

Property, real or personal, may be transferred, during life or by Will, to the Trust by the Grantors or by someone acting on behalf of the Grantors. If further property is transferred to the Trust, it should be listed on the attached Schedule "A", which is for reference only. Property transferred to this Trust formally or informally, but not listed on Schedule "A", shall also be part of the Trust.

All property transferred to the Trust formally or informally, together with the investments and reinvestments, constituting additions to the principal of the Trust, and the income there from, are hereafter collectively designated the "Trust Estate." All property transferred to or deposited with the Trustee shall be held by it in trust for the uses and purposes stated hereafter.

IV. Beneficiaries

The primary beneficiaries of this Trust, their birth dates and relationships to the Grantors, are as follows:

BENEFICIARY NAME	RELATIONSHIP	Date of Birth
Kyle K. Kamalu	Son	██████████
Michelle K. Roberts	Daughter	██████████
Darren K. Kamalu	Son	██████████
Maile K. Roberts	Daughter	██████████
Layne K. Kamalu	Son	██████████
Kimberly L. Wilcox	Daughter	██████████
Roxane K. Nauahi	Daughter	██████████
Deanna P. Farley	Daughter	██████████

V. Rights Reserved by Grantors

The Grantors reserve the following rights during their lifetime:

A. Right to Change Trust

The Right to change, amend, or alter any of the terms or provisions of this Trust Agreement at any time. All changes, amendments or alterations must be written and will not become effective until delivery of notice in writing to the Trustee.

B. Right to Terminate

The Right to terminate this Trust Agreement, in whole or in part, at any time. Any complete or partial termination shall become effective upon delivery of notice in writing to the Trustee.

C. Right to Withdraw Assets

The Right to withdraw and return to the Grantors, all or any, part of the assets transferred to the Trust formally or informally whether or not listed on the Schedule attached. The exercise of this right of withdrawal, in whole or in part, will become effective upon delivery of notice in writing to the Trustee.

VI. Insurance Provisions

A. Policy Beneficiaries

The Grantors may make insurance policies payable to the Trust or the Trustee as primary or contingent beneficiary. Such beneficiary designations may also be amended or terminated by the Grantors. A reference to the potential policy proceeds transferred or made payable to the Trust or the Trustee should be shown on Schedule "B" attached.

B. Payment of Premiums

The owner of the policies shall pay all premiums or assessments on them, and the Trustee shall be under no obligation to see that the premiums or assessments are paid. The Trustee shall be under no obligation with respect to the policies, other than for their safekeeping, unless agreed otherwise. Nothing contained in this Trust shall be interpreted as an obligation on the part of the owner or the Trustee to keep the policies in force.

C. Ownership of Policies

The owner of the policies reserves all incidents of ownership in the insurance policies. It is the intent of the Grantors that the Trust be operative with respect to the proceeds of the policies which are payable to the Trustee or Successor Trustee at the time of the death of the insured.

D. Pledging and Assigning Policies

If the policy owner requests, the Trustee will join with the policy owner in executing instruments assigning or pledging any insurance policies subject hereto. Upon the execution of such instruments by the Trustee, all of the rights and interest of such Trustee, and this Trust, will be and remain subject to the rights and interest of such assignee or pledgee.

E. Collecting Policy Proceeds

Upon the death of the Grantors(s), the Trustee shall collect the proceeds of the policies payable to this Trust or the Trustee. If necessary, the Trustee may institute legal proceedings to enforce the payment of the policies or do any other acts necessary to collect under the policies. However, the Trustee shall not be required to maintain any litigation to enforce the payment of the policies until reasonably assured of indemnity against expenses and liabilities which may be associated with such litigation. The Trustee is authorized to compromise and adjust claims arising out of the insurance policies upon such terms and conditions as seem just, and the decision of the Trustee shall be binding and conclusive upon all interested persons and corporations.

VII. Distribution of Income and Principal of Trust Estate during Grantors Life

During the lifetime of the Grantors, the Trustee shall hold, administer and distribute the Trust income and principal as follows:

A. Distribution of Income

Unless incapacitated, the Grantors may direct the Trustee to distribute any amount of

income to the Grantors or a third party. The Trustee may accumulate all of the income from the assets transferred to the Trust or distribute all or any portion of the income from the Trust to the Grantors. The Trustee may distribute income to third parties as determined by the Trustee or as directed by the Grantors.

B. Distribution of Principal

Unless incapacitated, the Grantors may direct the Trustee to distribute any amount of principal to the Grantors or a third party. This power can be exercised in such a manner that all of the assets may be taken from this Trust.

VII. Distribution of Income and Principal Subsequent to Grantor's Death

At the death of the last Grantor the Trustee shall hold, administer and distribute the Trust income and principal as follows:

A. Distribution of Income and Principal

The principal and income may be used for, but are not limited to, final expenses of the Grantors, medical invoices or payments due for services still outstanding at death, funeral and burial expenses. Determinations of distributions for emergent situations will be made at the sole discretion of the Trustee.

B. Administration of Distributions

The Trustee will keep appropriate records of all transactions related to income and distributions as well as distributions made for the administration of the Trust.

IX. Termination of the Trust and Distribution of Trust Assets

The Trust shall terminate at the death of the last Grantors. At such time, and unless directed otherwise herein or by final Will of the Grantors, the acting Trustee will accumulate monies and assets remaining in the Trust and divide on a pro rata basis between their surviving

beneficiaries after deducting any advances. If a beneficiary does not survive until such a time as the Trust is terminated their share will pass to any issue. If no issue, the Trust will be divided among the surviving beneficiaries.

X. Trustee Succession

In the event of death, resignation, removal or incapacity of the Trustee, then Kyle K. Kamalu and Maile K. Roberts shall serve as Co-Trustees or appoint a Successor Trustees and shall have power to name replacement successor trustees by amending this document.

A. Removal of Trustee by Grantors

The Grantors reserves the right to remove any Trustee or Successor Trustee.

B. Responsibility of Successor Trustee

A Successor Trustee shall become responsible for the Trust Estate only when the same has been received by it. No Successor Trustee shall be responsible for any act or omission of any prior Trustee, nor shall any Successor Trustee be under a duty to take any proceedings against any prior Trustee or an act or omission of any prior Trustee. In determining what assets constitute the Trust Estate, the Successor Trustee shall be responsible only for the making of reasonable inquiry from records of the prior Trustee.

C. Annual Statements by Successor Trustee

The Successor Trustee agrees to furnish annual statements to the beneficiaries receiving income hereunder, showing all receipts and disbursements during the period covered, and to submit annually a statement of the assets of the Trust.

D. Resignation of Trustee(s)

Any Trustee shall have the right to resign and if a Successor is not named in this Trust, the Grantors shall appoint a Successor Trustee. In the event of the death of the Grantors,

or failure or inability of the Grantors to name a Successor, then the Trustee shall deliver notice by certified mail, at least thirty (30) days prior to the effective date of such resignation, to each of the ascertained and then-living beneficiaries of the Trust addressed to the last known address of such persons as disclosed by the Trustee's records. Within twenty (20) days after the delivery or mailing of such notice of resignation, a majority of the adult beneficiaries and guardians shall select a Successor Trustee and shall in writing, signed by a majority of the adult beneficiaries or guardians, inform the Trustee of the identity of the selected Successor Trustee. If a majority of the adult beneficiaries and guardians fail to select a Successor Trustee within the twenty (20)-day period, the resigning Trustee shall select a Successor Trustee. The Trustee shall, upon the effective date of the resignation, deliver to the Successor Trustee and each beneficiary of the Trust a statement of the last two years' receipts and disbursements, together with an inventory of the assets belonging to the Trust.

E. Incapacity of Trustee or Successor Trustee

If the Trustee or Successor Trustee is deemed legally incapacitated and is not expected to become available, the beneficiaries of the Trust may nominate a Successor Trustee by a three fifths majority to assume the role of Trustee.

XI. Administrative and Miscellaneous Provisions

A. Rule Against Perpetuities

In the event that any of the terms or provisions of this Trust continue beyond the period permitted by any applicable laws regulating restraints on alienation or prohibitions against perpetuities (or any other similar laws), such offending provisions or terms to the extent of their continuance beyond the lawful period, shall be null and void, but the remainder of the terms and provisions of the Trust shall remain valid and binding. The undistributed portion of the Trust Estate held in violation of applicable laws shall immediately be distributed to the beneficiary from such portion.

B. Spend-Thrift Provisions

Neither the principal of any Trust created hereby nor the income resulting there from, while in the hands of the Trustee, shall be subject to any conveyance, transfer, or assignment, or be pledged as security for any debt of any beneficiary, and the same shall not be subject to any claim of creditors of any such beneficiary, through legal process or otherwise. Any such attempted sale, anticipation, assignment or pledge of any of the funds or property held in any such Trust, or the income there from, by a beneficiary shall be null and void and shall not be recognized by the Trustee. It is the intention of the Grantors to place absolute title to the property held in trust and the income there from in the Trustee, with power and authority to payout the same only as authorized hereby.

D. Miscellaneous

Words used in the singular or neutral form are to be construed in the plural, masculine or feminine where applicable. Section headings are for reference only.

E. Applicable Law

This Trust is to be interpreted under the laws of the State of Utah.

XII. Trustee's Powers

The Trustee has the following powers, in addition to and not in limitation of its common law and statutory powers, all of which may be exercised without application to any court (for prior or subsequent approval).

A. Maintaining & Selling Property

To retain all property in the form in which it was received by the Trustee without liability for any loss that may be incurred thereby. To sell, at public or private sale, for cash or

on credit, and upon such terms as it may deem proper, any property at any time held by it.

B. Borrowing

To borrow money upon such terms and conditions as it may determine, from any person, firm or corporation, for the purpose of protecting, preserving or improving this Trust Estate; to execute promissory notes or other obligations for amounts so borrowed and to secure the payment of such amounts by mortgage or pledge of property in this Trust Estate.

C. Lending

To make loans in such amounts, upon such terms, secured or unsecured, at such rates of interest, and to such persons, firms or corporations it deems advisable.

D. Real Property

To manage any real property held by it, in such manner as it determines. This power includes the authority to repair and improve such property; to mortgage or re-mortgage such property in such amount, on such conditions, and at such rates of interest as it deems advisable; to *make, renew or modify leases on such property for such rentals*, and on such terms and for such periods without reference to the term of any Trust created hereunder, to abandon such property; to adjust boundaries, to erect or demolish buildings thereon; to convert for a different use; to dedicate for public use without compensation; to grant easements; to waive payment for property taken by right of eminent domain; to insure for any and all risks; to grant options; to partition; to enter into party wall contracts; and to insure or perfect title.

E. Investments

To invest and reinvest all funds available for investment and reinvestment in any kind of property, real or personal, and whether or not currently producing income, including by way of illustration: bonds, interest in common trust funds established by the Trustee or any successor, stocks of any class, mortgages, agreements of sale and other investments in

property as the Trustee shall deem proper and for the best interest of the Trust Estate.

F. Investment in Brokerage/Money Market Accounts/Commodities

To buy, sell and trade in securities, commodities, commodity futures and short sales on margin, and for such purposes may maintain and operate a margin account with any broker and may pledge any securities, commodities, commodity futures or commodity options held or purchased by it with such broker as security for loans or advances made to the Trustee. In connection with the foregoing, the Trustee is authorized to hold stocks, bonds, commodities, commodity options or other securities in the name of a nominee or in other forms without disclosure of the Trust so that title to the property may pass by delivery.

G. Manner of Holding Assets

To register any security and/or property in the name of a nominee, or in its own name, or to hold it unregistered, or in such form that title shall pass by delivery, but without thereby increasing or decreasing its liability as Trustee.

H. Voting Securities

To vote, in person or by proxy, at corporate meetings, any shares of stock in this Trust Estate; to participate in or consent to any voting trust, reorganization, dissolution, liquidation, merger or other action affecting any such shares of stock and to take any other action which it may deem advisable in connection with any securities.

I. Claim Handling

To pay, extend, renew, modify or compromise upon such terms as it may determine, and upon such evidence as it may deem sufficient, any obligation or claim, including taxes, either in favor of or against this Trust Estate.

J. Bank Accounts

To establish such bank accounts, checking or savings, as such Trustee (or any

successor) may deem proper, and to designate any person or persons to sign checks or make withdrawals from savings accounts.

K. Dealing with Grantor's Estate

To purchase for the Trust Estate any securities or other property belonging to the estate of the Grantors, and to loan to the personal representative of the Grantor's estate (whether or not the Trustee hereunder is at the same time personal representative of the Grantor's estate) out of either the principal or the accumulated income of the said Trust Estate, such amounts as the Trustee may deem necessary or advisable to protect and conserve the assets of the Grantor's estate. The Trustee shall not be liable for the losses suffered by the Trust Estate as a result of its exercise of these powers.

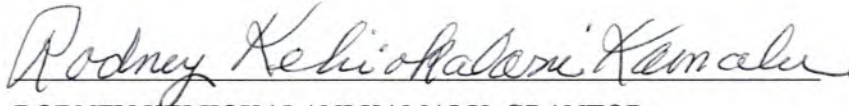
L. Payment of Trustee

To incur and pay from the Trust Estate and to charge against either income or principal thereof, all reasonable expenses in connection with the management of this Trust. The Corporate Trustee, if there is one, may be paid the fees normally charged by it whether or not there are individual Co-Trustees.

M. General Power

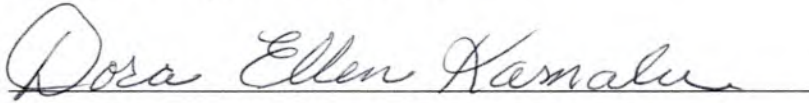
To do all other acts which, in its sole judgment, may be necessary or appropriate for the proper or advantageous management, investment or disposition of any property included in this Trust Estate.

In witness thereof, RODNEY KELIIOKALANI AND DORA ELLEN KAMALU, as Grantors and DORA E. KAMALU as Trustee, have executed this instrument this 9th day of July, 2013.



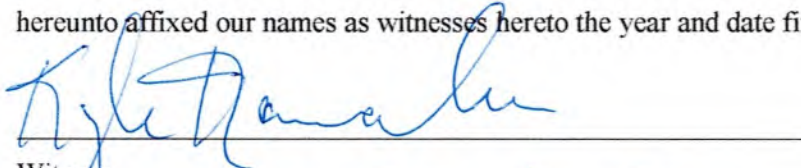
RODNEY KELIIOKALANI KAMALU, GRANTOR

By Dora Kamalu, his attorney in fact



DORA ELLEN KAMALU, GRANTOR and TRUSTEE

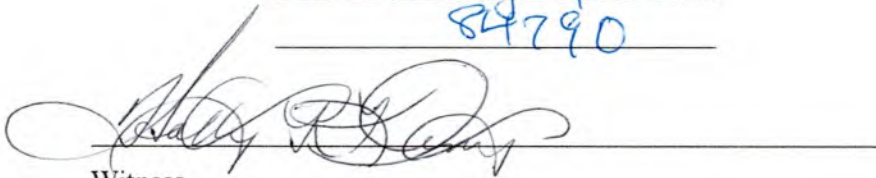
Signed, sealed, published and declared by the above named Grantors in our presence, who, at her request and in her presence and in the presence of each other, have hereunto affixed our names as witnesses hereto the year and date first above written.



Witness

Residing at

2082 Princeton Cir
St. George, UT
84790



Witness

Residing at

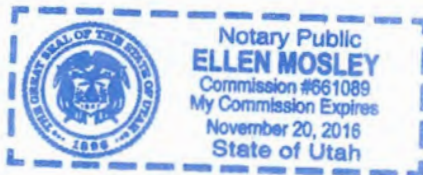
Holly R. Klemm
490 S. Stagecoach
Veyo, UT 84782

STATE OF UTAH)
COUNTY OF WASHINGTON)

On this the 9 day of July, 2013, before me, the undersigned notary public, personally appeared RODNEY KELIIOKALANI AND DORA ELLEN KAMALU, GRANTORS, DORA ELLEN KAMALU holding full power of attorney for RODNEY KELIIOKALANI KAMALU as evidenced by attachment to this document, proved to me through satisfactory evidence to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

Notary Public Ellen Mosley

My commission expires: 11-20-2016



RODNEY K. AND DORA E. KAMALU FAMILY REVOCABLE TRUST

Schedule "A"

Schedule of Property and Description

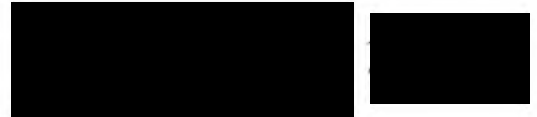
Part I. Real Estate

;

Part II. - Vehicles

Part III. Savings, Bank Accounts, and Bonds

Deserve f. First Credit Union -



Part IV - Retirement Accounts, IRA's etc.

Rodney K and Dora E Kamalu Family Revocable Trust

Schedule "B"

Schedule of Insurance Policies

Insured and Owner:

COMPANY NAME

POLICY NUMBER

AMOUNT

AS-IS

Document Control

THIRD AMENDMENT TO THE
LORRAINE P. KANIHO TRUST DATED DECEMBER 2, 1994

THIS AGREEMENT made this 21st day of October, 2011, is a **THIRD AMENDMENT** to that certain Trust Agreement dated December 2, 1994, by and between **LORRAINE P. KANIHO** as "Settlor" and **LORRAINE P. KANIHO** and **KENNETH KANIHO, SR.** as "Co-Trustees."

LORRAINE P. KANIHO, the Settlor of that certain trust agreement entitled the "Lorraine P. Kaniho Trust Dated December 2, 1994," reserved certain powers and rights to amend said Trust from time to time pursuant to Article IV, Paragraph B thereof.

The Settlor **LORRAINE P. KANIHO** previously amended said Trust on January 11, 1995 to replace designated provisions relating to the name of the initial trustee and the powers of co-trustees and again on October 30, 2001 (1) to note the death of Kenneth Kaniho, Jr., one of the originally named beneficiaries of said Trust, (2) to change the specific distribution provisions and (3) to change the name(s) of the successor trustee(s) of said Trust, all as set forth in the First Amendment to the Lorraine P. Kaniho Trust dated December 2, 1994, and the Second Amendment to the Lorraine P. Kaniho Trust dated December 2, 1994.

Now, the Settlor **LORRAINE P. KANIHO** further amends the Lorraine P. Kaniho Trust dated December 2, 1994, as previously amended. In further amending said Trust, the Settlor restates the provisions of said Trust, as previously amended, and sets forth the

EXHIBIT "5"

further amendments made by this instrument. The amendments are shown by bracketing provisions to be deleted and underlining provisions to be added, all as are noted below.

A. The Settlor hereby amends the following provisions of said Trust to read as follows:

ARTICLE I, Paragraph C.2
Relating to Successor Trustees

2. SUCCESSOR TRUSTEE. If either of the initial Co-Trustees fails to qualify or refuses to serve as a Co-Trustee, or upon the initial Co-Trustee's death, resignation, removal or incapacity, then the remaining Co-Trustee shall serve as the sole successor Trustee. If the successor Trustee fails to qualify or refuses to serve as the Trustee, or upon the successor Trustee's death, resignation, removal or incapacity, the Settlor appoints her daughter, BLANCHE LEOLANI BATCHELDER, and her son, GUY KANIHO, to serve as the successor Co-Trustees.

As amended, Article I, Paragraph C.2 relating to Successor Trustees shall read as follows:

2. SUCCESSOR TRUSTEE. If either of the initial Co-Trustees fails to qualify or refuses to serve as a Co-Trustee, or upon the initial Co-Trustee's death, resignation, removal or incapacity, then the remaining Co-Trustee shall serve as the sole successor Trustee. If

the successor Trustee fails to qualify or refuses to serve as the Trustee, or upon the successor Trustee's death, resignation, removal or incapacity, the Settlor appoints her daughter, **BLANCHE LEOLANI BATCHELDER**, and her son, **GUY KANIHO**, to serve as the successor Co-Trustees.

B. The Settlor hereby further amends the following provisions to read as follows:

ARTICLE III, Paragraph B
Relating to Specific Distributions

B. SPECIFIC DISTRIBUTIONS. After the Settlor's death, the Trustee shall distribute the following specific assets to each of the following persons who survives the Settlor:

1. RESIDENCE. The Settlor's residence located in Waimea, South Kohala, County and State of Hawaii, and bearing Tax Map Key (3) 6-7-003:23 and 25 (hereinafter "residence"), to her spouse. If the Settlor's spouse fails to survive the Settlor, then the residence shall be distributed as follows:

a. The Trustee shall obtain two independent appraisals of the residence.

b. The Trustee shall then offer to sell the residence to the Settlor's then surviving

children at the highest of the two appraisals, less 25% ("purchase price"). If more than one surviving child wishes to purchase the residence at the purchase price, then the Trustee shall sell the residence to the child who offers the highest price for the residence. The proceeds from the sale of the residence shall be distributed per stirpes to the Settlor's surviving children and the grandchildren of KENNETH KANIHO, JR., but no share shall be distributed to the child purchasing the residence. As an example, if SHARON LANI PETERSON purchased the residence, then the proceeds would go 25% to GARY KAINOA KANIHO, 25% to BLANCHE LEOLANI BATCHELDER, 25% to GUY KANIHO, 12.5% to BRANDY MALIA KANIHO, and 12.5% KAAINA CHRISTOPHER KANIHO.

c. If none of the children wish to purchase the residence at the purchase price, then the Trustee shall sell the residence for the highest possible price and the proceeds shall be distributed per stirpes to the Settlor's surviving children and the grandchildren of KENNETH KANIHO, JR. As an example, the proceeds would go 20% to SHARON LANI PETERSON, 20% to GARY KAINOA KANIHO, 20%

to BLANCHE LEOLANI BATCHELDER, 20% to GUY KANIHO, 10% to BRANDY MALIA KANIHO, and 10% KAAINA CHRISTOPHER KANIHO.

2. ACCOUNTS, INSURANCE. The Trustee will distribute all cash funds and liquid assets in the nature of savings accounts, checking accounts, insurance proceeds and similar forms of investments (but not the proceeds of sale described in Paragraph B.1 of Article III from the sale of the Residence) owned by and held in the name of the Trust to the Settlor's surviving spouse, and in the event that the Settlor's spouse shall not be then surviving, the Trustee will distribute the cash funds and liquid assets to the following individuals, being the Settlor's children who are living as of the date of this instrument, per stirpes:

<u>SHARON LANI PETERSON</u>	<u>20%</u>
<u>GARY KAINOA KANIHO</u>	<u>20%</u>
<u>BLANCHE LEOLANI BATCHELDER</u>	<u>35%</u>
<u>GUY KANIHO</u>	<u>25%</u>

3. LIST OF PERSONALTY. The Settlor maintains and incorporates by reference a list of certain items of the Settlor's tangible personal property (the "List of Personalty") with instructions as to the distribution of those items to

specified persons after the Settlor's death. The Settlor retains the right to amend or revoke the List of Personalty at any time. After the Settlor's death, the Trustee shall obtain possession of the List of Personalty and all amendments thereto. The Trustee shall, after the Settlor's death, make distributions as indicated on the List of Personalty. The Trustee may consider any of the Settlor's written documents to be a List of Personalty if (i) the List of Personalty is filed with the Trustee, (ii) the List of Personalty is stored with the Settlor's copy of this Instrument, or (iii) it is clear on its face that the Settlor intended the written document to be the Settlor's List of Personalty.

As amended Article III, Paragraph B relating to Specific Distributions shall read as follows:

B. SPECIFIC DISTRIBUTIONS. After the Settlor's death, the Trustee shall distribute the following specific assets to each of the following persons who survives the Settlor:

1. RESIDENCE. The Settlor's residence located in Waimea, South Kohala, County and State of Hawaii, and bearing Tax Map Key (3) 6-7-003:23 and 25 (hereinafter "residence"), to his spouse.

If the Settlor's spouse fails to survive the Settlor, then the residence shall be distributed as follows:

a. The Trustee shall obtain two independent appraisals of the residence.

b. The Trustee shall then offer to sell the residence to the Settlor's then surviving children at the highest of the two appraisals, less 25% ("purchase price"). If more than one surviving child wishes to purchase the residence at the purchase price, then the Trustee shall sell the residence to the child who offers the highest price for the residence. The proceeds from the sale of the residence shall be distributed per stirpes to the Settlor's surviving children and the grandchildren of KENNETH KANIHO, JR., but no share shall be distributed to the child purchasing the residence. As an example, if SHARON LANI PETERSON purchased the residence, then the proceeds would go 25% to GARY KAINOA KANIHO, 25% to BLANCHE LEOLANI BATCHELDER, 25% to GUY KANIHO, 12.5% to BRANDY MALIA KANIHO, and 12.5% KAAINA CHRISTOPHER KANIHO.

c. If none of the children wish to purchase the residence at the purchase price,

then the Trustee shall sell the residence for the highest possible price and the proceeds shall be distributed per stirpes to the Settlor's surviving children and the grandchildren of KENNETH KANIHO, JR. As an example, the proceeds would go 20% to SHARON LANI PETERSON, 20% to GARY KAINOA KANIHO, 20% to BLANCHE LEOLANI BATCHELDER, 20% to GUY KANIHO, 10% to BRANDY MALIA KANIHO, and 10% KAAINA CHRISTOPHER KANIHO.

2. ACCOUNTS, INSURANCE. The Trustee will distribute all cash funds and liquid assets in the nature of savings accounts, checking accounts, insurance proceeds and similar forms of investments (but not the proceeds of sale described in Paragraph B.1 of Article III from the sale of the Residence) owned by and held in the name of the Trust to the Settlor's surviving spouse, and in the event that the Settlor's spouse shall not be then surviving, the Trustee will distribute the cash funds and liquid assets to the following individuals, being the Settlor's children who are living as of the date of this instrument, per stirpes:

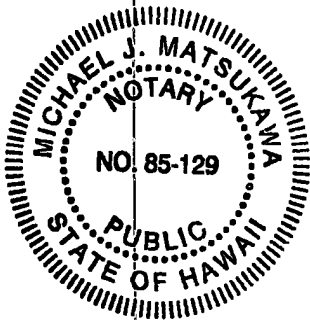
SHARON LANI PETERSON	20%
GARY KAINOA KANIHO	20%

BLANCHE LEOLANI BATCHELDER	35%
GUY KANIHO	25%

3. LIST OF PERSONALTY. The Settlor maintains and incorporates by reference a list of certain items of the Settlor's tangible personal property (the "List of Personalty") with instructions as to the distribution of those items to specified persons after the Settlor's death. The Settlor retains the right to amend or revoke the List of Personalty at any time. After the Settlor's death, the Trustee shall obtain possession of the List of Personalty and all amendments thereto. The Trustee shall, after the Settlor's death, make distributions as indicated on the List of Personalty. The Trustee may consider any of the Settlor's written documents to be a List of Personalty if (i) the List of Personalty is filed with the Trustee, (ii) the List of Personalty is stored with the Settlor's copy of this Instrument, or (iii) it is clear on its face that the Settlor intended the written document to be the Settlor's List of Personalty.

STATE OF HAWAII)
)
COUNTY OF HAWAII) SS.

On this 21st day of October, 2011, before me personally appeared LORRAINE P. KANIHO, as Settlor and as Co-Trustee under the Lorraine P. Kaniho Trust dated December 2, 1994, as amended, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed as said Settlor and Co-Trustee as aforesaid.

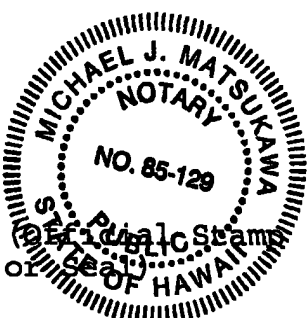


Michael Matsukawa J.S.

MICHAEL J. MATSUKAWA
Notary Public, State of Hawaii

My commission expires: 4/14/2013

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	
Document Description: <u>Third Amendment to</u> <u>the Lorraine P. Kaniho Trust Dated</u> <u>December 2, 1994</u>	
Doc. Date: <u>10-21-2011</u>	No. of Pages: <u>12</u> Third Circuit
<u><i>Michael Matsukawa</i></u>	<u>10-21-2011</u>
Signature of Notary	Date
<u>MICHAEL J. MATSUKAWA</u>	
Print Name of Notary	

A circular notary seal for Michael J. Matsukawa, identical to the one above, located in the bottom right corner of the notary certificate box.

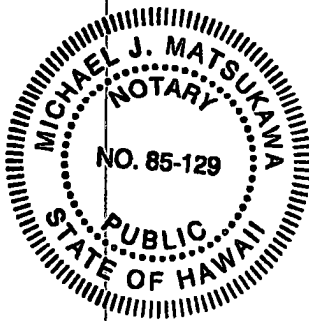
STATE OF HAWAII)
)
COUNTY OF HAWAII) SS.

On this 21st day of October, 2011, before me personally appeared KENNETH KANIHO, SR., as Co-Trustee under the Lorraine P. Kaniho Trust dated December 2, 1994, as amended, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed as said Co-Trustee as aforesaid.

Michael Matsukawa 2.1.

MICHAEL J. MATSUKAWA
Notary Public, State of Hawaii

My commission expires: 4/14/2013



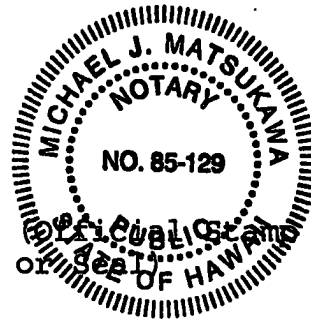
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the Lorraine P. Kaniho Trust Dated
December 2, 1994

Doc. Date: 10-21-2011 No. of Pages: 12 Third Circuit

Michael Matsukawa 10-21-2011
Signature of Notary Date

MICHAEL J. MATSUKAWA
Print Name of Notary



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 persons.

CINDY K. KAAUAMO NAONE
214 Puuala Street
Kula, Hawaii 96790

ASHLEY NAONE GOO
214 Puuala Street
Kula, Hawaii 96790

KAMUELA A. KALAI
51-636 Kamehameha Hwy #315
Kaaawa, Hawaii 96730

MONTGOMERY N. KALAI
6622 Hawaii Kai Drive
Honolulu, Hawaii 96825

DAMIEN KALAKAU
2464 Prince Edward St., Apt. 1409
Honolulu, Hawaii 96815

JOHANNA K. GERONA
2206 Kapahu Street
Honolulu, Hawaii 96813

WALTON K. MAHOE
33 Kailua Road
Kailua, Hawaii 96734

MICHAELLYNN K. NAONE VANUITERT
1711 S 200 W
Bountiful, Utah 84010

LILIANA W. KALAI
46-337 Kahuhipa Street
Kaneohe, Hawaii 96744

EMMETT H. KALAI
45-460 Lolii Street
Kaneohe, Hawaii 96744

WILLIAM KALAKAU IV
41-207 Paupahapaha Place
Waimanalo, Hawaii 96795

JOHNNETTE K. DUARTE
25 Kailua Road
Kailua, Hawaii 96734

WANDA-MAE N. HOOPII
89-161 Kauwahi Avenue
Waianae, Hawaii 96792

HOWELL K. MAHOE
19 Kailua Road
Kailua, Hawaii 96734

ALVIN M. KALEHUAWHEHE, JR.
P.O. Box 414
Kihei, Hawaii 96753

DEBRA MAHUNA
2162 C Kahawai Street
Wailuku, Hawaii 96793

DARREN K. KAMALU
85-1102 Kepauala Place
Waianae, Hawaii 96792

MICHELLE K. ROBERTS
334 E. Southfield Road
Spanish Fork, Utah 84660

LAYNE K. KAMALU
1177 South 800 East
Kaysville, Utah 84037

ROXANNE K. NAUAHI
3099 S. Marcrest Drive
West Valley, Utah 84128

GARY ICHIRO KANEKO
92-210 Awaawahea way
Kapolei, Hawaii 96707

CHAD KANEKO
92-210 Awaawahea Way
Kapolei, Hawaii 96707

COLIN K.K. BREDE
95-222 Alenale Place
Mililani, Hawaii 96789

NOLIN L.S. BREDE
91-1024 Kuniha Street
Ewa Beach, Hawaii 96706

HERB KANIAUPIO
41-640 Puha Street
Waimanalo, Hawaii 96795

PAULINE KALEHUAWHEHE
P.O. Box 1773
Wailuku, Hawaii 96793

**REGINALEE L. KALEHUAWHEHE-
AVEADO**
2015 Mokuhau Road, Apt. 9
Wailuku, Hawaii 96793

DORA E. KAMALU
910 Larkspur Road
St. George, Utah 84790

KYLE K. KAMALU
1125 SE 55th Avenue
Portland, Oregon 97215

MAILE K. ROBERTS
470 E. 1980 North
Provo, Utah 84604

KIMBERLY L. WILCOX
3241 Sleeping Lady Lane
Anchorage, Alaska 99515

DEANNA P. FARLEY
250 N 175 E #333
New Harmony, Utah 84757

JASON ROBBINS
91-1123 Kauiki Street
Ewa Beach, Hawaii 96706

DARREN KANEKO
92-210 Awaawahea Way
Kapolei, Hawaii 96707

SCOTT S. BREDE
545 Queen Street #510
Honolulu, Hawaii 96813

HERBERT KANIAUPIO III
41-602 Bell Street
Waimanalo, Hawaii 96795

JULIANNE KANIAUPIO
41-640 Puha Street
Waimanalo, Hawaii 96795

JUNE MOLINARI
16255 W Pima Street
Goodyear, Arizona 85338

URSULA LESSARY
8036 Divernon Avenue
Las Vegas, Nevada 89149

KEITH KANIHO
P.O. Box 1251
Kamuela, Hawaii 96743

DANETTE PERREIRA
64-163 Makaloa Loop
Kamuela, Hawaii 96743

SHANNETTE KALANIOPIO
61-4036 Honouli Street
Kamuela, Hawaii 96743

GARY KANIHO
13201 Calle Azul S.E.
Albuquerque, NM 87123

SHARON PETERSON
1800 Dark Moon Lane
Bisbee, Arizona 85603

RICHARD H. VIERRA
55-050 Kamehameha Highway
Laie, Hawaii 96762

CHRIS P. BERTELMANN
P.O. Box 191
Mountain View, Hawaii 96771

BARRON B. BERTELMANN
66-1747 Alaneo Street
Kamuela, Hawaii 96743

LISA H. KUWASAKI-KIM
P.O. Box 267
Kualapuu, Hawaii 96757

CHRIS KANIAUPIO
41-640 Puha Street
Waimanalo, Hawaii 96795

CHARLOTTE TORRES
655 Albert Way
Campbell, California 95008

NOREEN PINE
85-1009 Mill Street
Waianae, Hawaii 96792

DANIEL KANIHO, JR.
1245 S Willow Street
Canby, Oregon 97013

DARREN KANIHO
P.O. Box 2070
Keaau, Hawaii 96749

SHANNON AVEIRO
61-4131 Kalooloo Drive
Kamuela, Hawaii 96743

SHAYNEE KAAIHILI
68-175 Kualapa Place
Waikoloa, Hawaii 96738

GUY KANIHO
73-4341 Kukulu Place
Kailua-Kona, Hawaii 96710

BLANCHE BATCHELDER
10194 Sweet Holly Place
Las Vegas, Nevada 89149

KEVIN M. BERTELMANN
P.O. Box 191
Mountain View, Hawaii 96771

KAREN CORPUZ
P.O. Box 191
Mountain View, Hawaii 96771

EDWIN R. BERTELMANN
P.O. Box 191
Mountain View, Hawaii 96771

MOMILANI K. NUUHIWA
P.O. Box 178
Laupahoehoe, Hawaii 96764

MICHURLINN K. KIM
P.O. Box 178
Laupahoehoe, Hawaii 96764

ESMOND K. CHUNG
46-318 Haiku Road #48
Kaneohe, Hawaii 96744

LAURA M. SHARPE
P.O. Box 44412
Kamuela, Hawaii 96743

DAWN M. DELEON
P.O. Box 6552
Ocean View, Hawaii 96737

GORDON K. SHARPE
P.O. Box 6236
Ocean View, Hawaii 96737

PALMYRA KAMEALOHA HETHCOTE
P.O. Box 1513
Pahoa, Hawaii 96778

CARMELA A. BOZINA
1831 4th Street
Hood River, Oregon 97031

ARNETT E. AKIONA
23526 Breckenridge Forest Drive
Spring, Texas 77373

DAYNA KALAKAU
901 Liberty St. #4
El Cerrito, CA 94530

MILANEE KIM-ST. HILL
104 Plumtree Way
Cary, North Carolina 27518

MONN-EL STELDAND K. KIM
44 Noeau Street
Hilo, Hawaii 96720

GLENN K. CHUNG
827 Kainui Drive
Kailua, Hawaii 96734

EDWARD K. CHUNG III
2251 Mohala Way
Honolulu, Hawaii 96734

DAVID K. SHARPE
P.O. Box 6250
Ocean View, Hawaii 96737

CHARLES K. SHARPE
P.O. Box 6013
Ocean View, Hawaii 96737

MOSES IOKUA, JR.
89-1075 Pohakupalena
Waianae, Hawaii 96792

BERNADETTE K. PARK
P.O. Box 133
Kailua, Hawaii 96734

GARRET M. AKIONA (also known as
BERTRAM GARRET AKIONA)
P.O. Box 6614
Hilo, Hawaii 96720

DEBRA M.G. RIOS
6200 Meadowood Mall Cir. #525
Reno, Nevada 89502

DATED: Honolulu, Hawaii, June 10, 2024.

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