

## SETTLEMENT, RELEASE, AND INDEMNITY AGREEMENT

This SETTLEMENT, RELEASE, AND INDEMNITY AGREEMENT ("Agreement") is made and entered into by and between the following parties:

1. **TABATHA MARTIN; TRACY MARTIN; T.M.**, a minor, by her parents and next friends TABATHA MARTIN and TRACY MARTIN; **KIONINA KANESO; K.H.**, a minor, by her next friend KIONINA KANESO; **TANAKO YUG; GABRIEL YUG; G.Y.**, a minor, by his next friends TANAKO YUG and GABRIEL YUG; **DIANA CHONIONG; JON JOSEPHSON; NORMA MANUEL; MENSİ RİKAT; ARI RODEN; RIMUO RUNTE; VALERIN CHONIONG; R.C.**, a minor, by R.C.'s next friend DIANA CHONIONG; **SNOPIA WEINEI; CAREME UTTURENG; V.T.**, a minor, by her parent and next friend Victor Tumbaga; **SARAH VAN SWEARINGEN;** and **ATA CRICHTON**

c/o Daniel M. Gluck, Esq.  
Mandy J. Finlay, Esq.  
ACLU of Hawai'i  
P. O. Box 3410  
Honolulu, Hawai'i 96801

c/o Paul Alston, Esq.  
Nickolas A. Kacprowski, Esq.  
Kristin L. Holland, Esq.  
Kee M. Campbell, Esq.  
Alston Hunt Floyd & Ing  
1001 Bishop Street, 18<sup>th</sup> Floor  
Honolulu, Hawai'i 96813

2. **CITY AND COUNTY OF HONOLULU**

c/o Donna Y. L. Leong, Esq.  
Paul S. Aoki, Esq.  
Ernest H. Nomura, Esq.  
The Department of the Corporation Counsel  
530 S. King Street, Rm. 110  
Honolulu, Hawai'i 96813

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*Settlement, Release and Indemnity Agreement; Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

c/o William C. McCorriston, Esq.  
Lisa W. Cataldo, Esq.  
Troy J. H. Andrade, Esq.  
Jessica M. Wan, Esq.  
McCorriston Miller Mukai MacKinnon LLP  
Five Waterfront Plaza, 4th Floor  
500 Ala Moana Boulevard  
Honolulu, Hawai‘i 96813

hereinafter collectively referred to as the “Parties,” or “Party,” individually.

### **RECITALS**

**WHEREAS**, the individuals named in paragraph 1, above, allege that at various times on or before September 16, 2015, the CITY AND COUNTY OF HONOLULU violated their rights under the Fourth and Fourteenth Amendments to the U. S. Constitution arising from the CITY AND COUNTY OF HONOLULU’s actions pursuant to the Stored Property Ordinance, Revised Ordinances of Honolulu § 29-19.1 *et seq.*, and the Sidewalk Nuisance Ordinance, Revised Ordinances of Honolulu, § 29-16.1 *et seq.* (“Matter”);

**WHEREAS**, on September 16, 2015, PLAINTIFFS filed a class action complaint for declaratory and injunctive relief and damages against the CITY AND COUNTY OF HONOLULU in the lawsuit captioned *Tabatha Martin et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai‘i (“Lawsuit”); and

**WHEREAS**, the Parties now wish to compromise, settle, and resolve any and all disputes that have arisen or that could arise between them related directly or indirectly to the Matter, including but not limited to all claims by and between the Parties that are, were, or could have been the subject of the Lawsuit;

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**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai‘i**

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises hereafter set forth, the Parties, intending legally and equitably to be bound, do hereby agree as follows:

1. DEFINITIONS. In addition to the definitions provided in this Agreement for capitalized terms, the following terms are defined as follows:

a. "PLAINTIFFS" shall mean TABATHA MARTIN; TRACY MARTIN; T.M., a minor, by her parents and next friends TABATHA MARTIN and TRACY MARTIN; KIONINA KANESO; K.H., a minor, by her next friend KIONINA KANESO; TANAKO YUG; GABRIEL YUG; G.Y., a minor, by his next friends TANAKO YUG and GABRIEL YUG; DIANA CHONIONG; JON JOSEPHSON; NORMA MANUEL; MENSİ RİKAT; ARI RODEN; RIMUO RUNTE; and SNOPIA WEINEI, together with each of their representatives, heirs, predecessors, successors, attorneys, agents, insurers, assigns, and all persons and/or entities claiming by, through, or under him/her/them.

b. "ADDITIONAL PARTIES" shall mean R.C., a minor, by R.C.'s next friend DIANA CHONIONG; VALERIN CHONIONG; CAREME UTTURENG; V.T., a minor, by her parent and next friend Victor Tumbaga; SARAH VAN SWEARINGEN; and ATA CRICHTON, together with each of their representatives, heirs, predecessors, successors, attorneys, agents, insurers and assigns, and all persons and/or entities claiming by, through, or under him/her/them.

c. "CLASS" shall mean the class that the Parties have stipulated to certify for purposes of injunctive relief only, described as "all homeless and formerly homeless individuals

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**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

whose property was seized and destroyed by the CITY AND COUNTY OF HONOLULU officials.”

d. “CITY” means THE CITY AND COUNTY OF HONOLULU together with all of its departments, divisions, administration, and past, present and future elected and appointed officials, managers, directors, commissioners, employees, agents, representatives, attorneys, insurers, assigns, affiliates, predecessors and successors in interest, and all persons and/or entities claiming by, through, or under the CITY.

e. “Covered Claims” shall refer to and include any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys’ fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, without limitation, any claims under any federal, state, local, or foreign law, that any PLAINTIFF or ADDITIONAL PARTY may now have, have ever had or may in the future have arising out of, or in any way related directly or indirectly to the Matter and/or the Lawsuit and any actual or alleged act, omission, transaction, practice, conduct, or occurrence arising from or related to the CITY’s actions pursuant to the Stored Property Ordinance, Revised Ordinances of Honolulu § 29-19.1 *et seq.*, and the Sidewalk Nuisance Ordinance, Revised Ordinances of Honolulu, § 29-16.1 *et seq.* that existed or arose on or before, and including, the date(s) of the Parties’ execution of this Agreement.

f. “Released Claims” shall mean those claims defined in paragraph 3 below.

g. “Amended Stipulation,” means the “Amended Stipulation re: Scheduling and Order; Exhibit “A,” entered in the Lawsuit on January 20, 2016, Dkt. No. 96-2.

2. CONSIDERATION.

a. The Amended Stipulation is incorporated herein by reference, and the representations, terms, conditions, and obligations set forth in the Amended Stipulation are made part of this Agreement as if those representations, terms, conditions, and obligations were set forth fully herein.

b. Within fourteen (14) days of the full execution of this Agreement, the Parties shall file a Joint Motion for Preliminary Approval of Class Settlement Regarding Injunctive Relief (“Motion”), which shall include a proposed form of the notice that would be provided to the CLASS. The CITY shall provide notice to the CLASS of the settlement as required by the Court. So as to obtain preliminary approval of the settlement and the CLASS notice as expeditiously as possible, the Parties shall attempt to shorten the time for the hearing on the Motion; and request in the Motion that (i) the Court set a final fairness hearing for 75 days after the order preliminarily approving the settlement is filed, or as soon thereafter as the Court is available; and (ii) any objections to the settlement from CLASS members shall be due 21 days before the preliminary approval hearing. No later than 35 days before the final fairness hearing scheduled by the Court, the Parties shall file a Joint Motion for Final Approval of Class Settlement Regarding Injunctive Relief. No later than 14 days before the final fairness hearing, the Parties may file reply briefs that address any objections to the settlement by CLASS

members. The CITY shall pay all costs associated with providing such notice and other Court costs required for any class action settlement for injunctive relief, and shall ensure that all aforementioned notices are translated into all languages set forth in paragraph 2b of the Amended Stipulation. All Counsel shall cooperate with the effort to obtain Court approval of class action settlement for injunctive relief.

c. Within fourteen (14) days of the Parties' execution of this Agreement, the CITY shall pay \$2,500.00 to each of the following: (1) TABATHA MARTIN; (2) TRACY MARTIN; (3) T.M., a minor, by her parents and next friends TABATHA MARTIN and TRACY MARTIN; (4) KIONINA KANESO, (5) K.H., a minor, by her next friend KIONINA KANESO; (6) TANAKO YUG; (7) GABRIEL YUG; (8) G.Y., a minor, by his next friends TANAKO YUG and GABRIEL YUG; (9) JON JOSEPHSON; (10) NORMA MANUEL; (11) MENSI RIKAT; (12) ARI RODEN; (13) SNOPIA WEINEI; (14) DIANA CHONIONG; (15) RUMIO RUNTE; (16) CAREME UTTURENG; (17) V.T., a minor, by her parent and next friend Victor Tumbaga; (18) SARAH VAN SWEARINGEN; and (19) ATA CRICHTON.

d. Within fourteen (14) days of the Parties' execution of this Agreement, the CITY shall pay \$500.00 to VALERIN CHONIONG and \$500.00 to R.C., a minor, by R.C.'s next friend DIANA CHONIONG.

e. The payments contemplated herein, in the total amount of FORTY EIGHT THOUSAND FIVE HUNDRED and NO/DOLLARS (\$48,500.00), shall be paid in one lump sum, made payable to "The ACLU of Hawai'i Foundation Clients' Trust Account," Vendor No. 100960. It shall be the sole responsibility of the ACLU of Hawai'i to disburse the funds in

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accordance with this Agreement, and the CITY shall not be liable for any claim or dispute arising out of or related to the disbursement of any of funds contemplated herein to PLAINTIFFS or the ADDITIONAL PARTIES.

3. GENERAL RELEASE. In consideration of the obligations and promises set forth in paragraph 2 above, and the other covenants and representations herein, the receipt and sufficiency of which are hereby acknowledged, PLAINTIFFS and the ADDITIONAL PARTIES hereby unconditionally agree to completely release, acquit, and forever discharge the CITY from any and all Covered Claims, as defined in Paragraph 1.e. above, except as to claims for attorneys' fees and costs arising out of or related to the Lawsuit ("Released Claims"). As to the Released Claims, each of the PLAINTIFFS and each of the ADDITIONAL PARTIES specifically represents, warrants, and confirms that they (i) do not have any claims, complaints, or actions of any kind filed or intended to be filed against the CITY with any court of law, or local, state, or federal government or agency in the United States, and (ii) do not know of any other claim that has not been released by this paragraph. This Agreement is an absolute bar as to all matters released hereunder.

4. CITY UNAWARE OF COVERED CLAIMS AGAINST PLAINTIFFS AND ADDITIONAL PARTIES. The CITY asserts that, at the present time, it is unaware of any Covered Claims it may have against any PLAINTIFF and/or ADDITIONAL PARTY.

5. STIPULATION TO DISMISS. Within three (3) days of the Court's entry of an Order for Final Approval of Class Settlement Regarding Injunctive Relief, the Parties shall lodge with the Court a Stipulation and (Proposed) Order for Dismissal with Prejudice of All Claims

and All Parties (“Stipulation”), incorporating this Agreement by reference so that the Court shall retain jurisdiction for purposes of any enforcement action arising from non-compliance with this Agreement.

6. ATTORNEYS’ FEES AND COSTS. At any time up until fourteen (14) days after entry of the Stipulation, PLAINTIFFS’ Counsel may seek attorneys’ fees and costs as permitted by prevailing law and consistent with Paragraph 8 of the Amended Stipulation.

7. NO TAX ADVICE. PLAINTIFFS and the ADDITIONAL PARTIES acknowledge and agree that neither the CITY nor its attorneys have expressed any opinions or made any representations concerning the tax consequences associated with the consideration received under Paragraph 2 of this Agreement, and that each of the PLAINTIFFS and each of the ADDITIONAL PARTIES has had the benefit of, or the opportunity to seek advice from his/her own counsel or other advisors. The Parties further agree that if any form of tax or withholding is imposed on the consideration received under Paragraph 2 of this Agreement: (i) each of the PLAINTIFFS and each of the ADDITIONAL PARTIES is solely responsible for any such tax; (ii) the CITY shall not be liable to reimburse any portion of taxes, withholding, penalties, or interest that any of the PLAINTIFFS or any of the ADDITIONAL PARTIES may have to pay, or any attorneys’ fees, costs, or other expenses associated therewith; and (iii) PLAINTIFFS and the ADDITIONAL PARTIES will indemnify, defend and hold the CITY harmless from any tax claims (including without limitation, fines, penalties, interest, attorneys’ fees, and costs) made by any governmental entity relating to the consideration received under Paragraph 2 of this Agreement.



8. INDEMNIFICATION. PLAINTIFFS and the ADDITIONAL PARTIES shall indemnify and forever hold harmless and defend the CITY from any and all claims arising from, related to, or connected with the Released Claims: (1) made by any person, entity, or organization, claiming by, through, or under PLAINTIFFS and/or the ADDITIONAL PARTIES and/or any of them; and/or (2) seeking indemnity, contribution, attorneys' fees, costs, or any other relief connected in any way with the Released Claims.

9. SETTLEMENT NOT AN ADMISSION OF LIABILITY. Nothing herein shall be construed as an admission of liability by the CITY for damage to any impounded or stored Property, as that term is defined in the Amended Stipulation.

10. UNDERSTANDINGS AND AGREEMENTS. The Parties acknowledge, agree, and understand that:

a. No Representation. No Party has made any representation of fact, opinion, or promise to any other Party to induce this compromise, and no Party is relying upon any statements, representations, opinions, or promises made by any other Party or his/her/its agents, employees, representatives, or attorneys, concerning the nature, extent, or duration of the injuries, losses, damages, exemplary damages, punitive damages, or the legal liability therefor, or concerning any other thing or matter; that the above-mentioned consideration is received as a compromise settlement in full satisfaction of all Released Claims.

b. Knowledge. Inasmuch as all of the injuries, damages, and losses may not be fully known and hence may be more numerous or more serious than is now understood or expected, the Parties agree that this Agreement applies to all damages and losses resulting from

matters covered in Paragraph 3, above, even though now unanticipated, unexpected, and unknown, as well as to all damages and losses that have already developed and that are now known and anticipated. The Parties make this compromise with full knowledge of the facts and possibilities of any lawsuit, commenced or that could be commenced, and execute and deliver this Agreement being fully informed as to its terms, content, and effect.

c. Complete Bar. Acceptance of the consideration mentioned above and execution of this Agreement is a complete and final bar to any and all Released Claims involving, concerning, or relating to the matters covered by this Agreement; and this Agreement forever and finally compromises, settles, and terminates any and all Released Claims.

d. Merger and Amendments. This Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings in connection therewith. This Agreement may be changed, amended, or modified only by all Parties to this Agreement executing a written instrument. The Parties acknowledge and agree that they will make no claim that this Agreement has been orally altered or modified in any respect whatsoever.

e. Attorneys' Fees and Costs for Breach of Agreement. In the event of any litigation relating to matters within the scope of this Agreement, the prevailing party shall be entitled to his/her/its costs and reasonable attorneys' fees.

f. Governing Law. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Hawai'i, without regard to any choice of law principles.

g. Joint and Several. The use of the collective term Parties in this Agreement shall mean and be deemed to include the named Parties individually, singularly, collectively, severally, jointly, and jointly and severally.

h. Gender. The use of any one gender shall include all genders.

i. Number. The singular shall include the plural and the plural the singular, as the case may be.

j. Headings. The headings included in this Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Agreement or the paragraphs that they encaption.

k. Construction. This Agreement shall be construed without regard to the identity of the person(s) who drafted the provisions contained herein. Each and every provision of this Agreement shall be construed as though each Party participated equally in the drafting thereof. As a result of the foregoing, any rule of construction against the drafting party shall not be applicable.

l. Representation of Authority and Non-Assignment of Claims. Each PLAINTIFF and ADDITIONAL PARTY and their Counsel expressly represent and warrant that he/she has the authority to bind him/herself, or the person(s) on whose behalf he/she signs this Agreement, to the terms of this Agreement. Each person who signs this Agreement on behalf of a minor expressly represents and warrants that the person signing is legally authorized and permitted to do so. Each PLAINTIFF and ADDITIONAL PARTY (but not their counsel, identified herein) will indemnify, defend and hold the CITY harmless from any claims, disputes,

or lawsuits, however, denominated (including without limitation, fines, penalties, interest, attorneys' fees, and costs) arising out of, concerning, or related to his/her legal authority or permission to sign this Agreement on behalf of others. Counsel for each PLAINTIFF and ADDITIONAL PARTY represent that they have made a reasonable inquiry and have a good faith belief that each PLAINTIFF and ADDITIONAL PARTY have authority to sign this Agreement on behalf of the minors. Each PLAINTIFF and ADDITIONAL PARTY warrants and represents he/she has not assigned any of his/her claims to any other individual or business entity.

m. Non-Waiver. The waiver by the Parties of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

n. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision hereof.

o. Counterpart, Facsimile, and Scanned Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than a single counterpart containing the respective signatures of each of the parties hereto. The Parties are each entitled to rely upon a facsimile or scanned signature of the other parties to this Agreement upon receipt by telefacsimile or electronically by an e-mail with an attached pdf.

p. Release and Waiver of Claims Based on Lack of Understanding, or Voluntary Execution. The Parties acknowledge and represent that (i) they have read this Agreement, or obtained a full and complete interpretation of this Agreement; (ii) they have had the opportunity to consult with their attorney or other advisor to obtain legal advice or opinion related to this Agreement; (iii) they understand the Agreement fully; and (iv) they sign it voluntarily on advice of counsel. Each Party specifically waives and releases any claim against any other Party or any challenge to any provision in this Agreement on the basis that a Party did not fully understand this Agreement or did not sign it voluntarily on advice of counsel.

q. Cooperation. The Parties will each take such other and further actions as are needed to put into effect the purposes and intent of this Agreement.

r. Effective Date: The releases and other provisions of this Agreement shall become effective only upon the mutual execution of this document by and between the Undersigned Parties.

**PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY. THIS AGREEMENT INCLUDES A WAIVER/RELEASE OF CLAIMS.**

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the Parties have executed the foregoing Agreement consisting of seventeen (17) pages, including the signature pages on the date(s) set forth below.

\_\_\_\_\_  
TABATHA MARTIN  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
TRACY MARTIN  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
TABATHA MARTIN  
Plaintiff, as Parent and Next Friend of minor child  
T.M.

Date: \_\_\_\_\_

\_\_\_\_\_  
TRACY MARTIN  
Plaintiff, as Parent and Next Friend of minor child  
T.M.

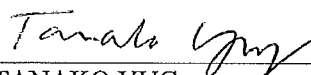
Date: \_\_\_\_\_

\_\_\_\_\_  
KIONINA KANESO  
Plaintiff, Individually

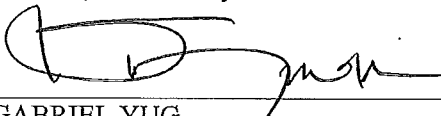
Date: \_\_\_\_\_

\_\_\_\_\_  
KIONINA KANESO  
Plaintiff, as Next Friend of minor child K.H.

Date: \_\_\_\_\_

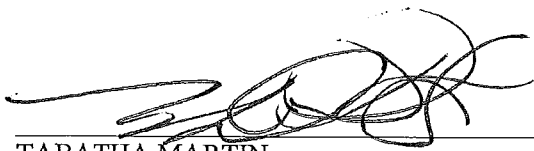
  
\_\_\_\_\_  
TANAKO YUG  
Plaintiff, Individually

Date: 5-19-16

  
\_\_\_\_\_  
GABRIEL YUG  
Plaintiff, Individually

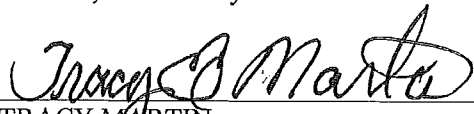
Date: 5-19-2014

\_\_\_\_\_  
**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**



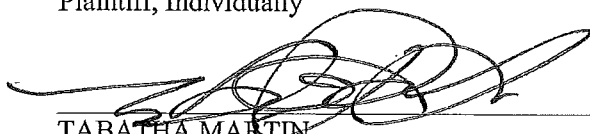
TABATHA MARTIN  
Plaintiff, Individually

Date: 5/23/2016



TRACY MARTIN  
Plaintiff, Individually

Date: 5/23/2016



TABATHA MARTIN  
Plaintiff, as Parent and Next Friend of minor child  
T.M.

Date: 5/23/2016



TRACY MARTIN  
Plaintiff, as Parent and Next Friend of minor child  
T.M.

Date: 5/23/2016

KIONINA KANESO  
Plaintiff, Individually

Date: \_\_\_\_\_

KIONINA KANESO  
Plaintiff, as Next Friend of minor child K.H.

Date: \_\_\_\_\_

TANAKO YUG  
Plaintiff, Individually

Date: \_\_\_\_\_

GABRIEL YUG  
Plaintiff, Individually

Date: \_\_\_\_\_

**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

Tanako Yug Date: 5-19-16  
TANAKO YUG

Plaintiff, as Next Friend of minor child G.Y.

Gabriel YUG Date: 5-19-16  
GABRIEL YUG

Plaintiff, as Next Friend of minor child G.Y.

\_\_\_\_\_  
DIANA CHONIONG  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
VALERIN CHONIONG  
Additional Party, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
DIANA CHONIONG  
Plaintiff, as Next Friend of minor child R.C.

Date: \_\_\_\_\_

\_\_\_\_\_  
JON JOSEPHSON  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
NORMA MANUEL  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
MENSI RIKAT  
Plaintiff, Individually

Date: \_\_\_\_\_

**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

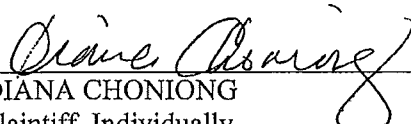


\_\_\_\_\_  
TANAKO YUG  
Plaintiff, as Next Friend of minor child G.Y.


Date: \_\_\_\_\_

\_\_\_\_\_  
GABRIEL YUG  
Plaintiff, as Next Friend of minor child G.Y.


Date: \_\_\_\_\_

  
\_\_\_\_\_  
DIANA CHONIONG  
Plaintiff, Individually

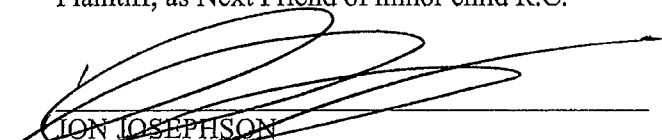
Date: 5/17/16

  
\_\_\_\_\_  
VALERIN CHONIONG  
Additional Party, Individually

Date: 5/17/16

  
\_\_\_\_\_  
DIANA CHONIONG  
Plaintiff, as Next Friend of minor child R.C.

Date: 5/17/16

  
\_\_\_\_\_  
DION JOSEPHSON  
Plaintiff, Individually

Date: 5/18/16

\_\_\_\_\_  
NORMA MANUEL  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

\_\_\_\_\_  
ARI RODEN  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
RIMUO RUNTE  
Plaintiff, Individually

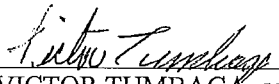
Date: \_\_\_\_\_

\_\_\_\_\_  
SNOPIA WEINEI  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
CAREME UTTERENG  
Additional Party, Individually

Date: \_\_\_\_\_

  
\_\_\_\_\_  
VICTOR TUMBAGA, as Parent and Next Friend  
of minor child V.T.

Date: 5/24/16

\_\_\_\_\_  
SARAN VAN SWEARINGEN  
Additional Party, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
ATA CRICHTON  
Additional Party, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

\_\_\_\_\_  
ARI RODEN  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
RIMUO RUNTE  
Plaintiff, Individually

Date: 5/17/16

\_\_\_\_\_  
SNOPIA WEINEI  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
CAREME UTTERENG  
Additional Party, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
VICTOR TUMBAGA, as Parent and Next Friend  
of minor child V.T.

Date: \_\_\_\_\_

\_\_\_\_\_  
SARAN VAN SWEARINGEN  
Additional Party, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
ATA CRICHTON  
Additional Party, Individually

Date: 05/18/2016

\_\_\_\_\_  
**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

\_\_\_\_\_  
ARI RODEN  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
RIMUO RUNTE  
Plaintiff, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
SNOPIA WEINEI  
Plaintiff, Individually


Date: \_\_\_\_\_

\_\_\_\_\_  
CAREME UTTERENG  
Additional Party, Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
VICTOR TUMBAGA, as Parent and Next Friend  
of minor child V.T.

Date: \_\_\_\_\_

  
\_\_\_\_\_  
SARAN VAN SWEARINGEN  
Additional Party, Individually

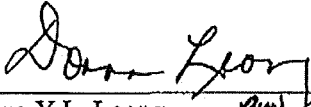
Date: June 13, 2016

\_\_\_\_\_  
ATA CRICHTON  
Additional Party, Individually


Date: \_\_\_\_\_

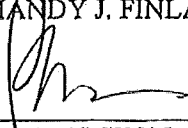
\_\_\_\_\_  
Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

CITY AND COUNTY OF HONOLULU

By  Date: May 17, 2016  
Donna Y.L. Leong  
Corporation Counsel


APPROVED AS TO FORM AND CONTENT:

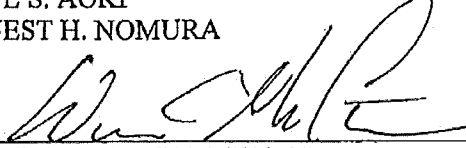
 Date: 6/17/16  
DANIEL M. GLUCK  
MANDY J. FINLAY

 Date: 6/23/16  
PAUL ALSTON  
NICKOLAS A. KACPROWSKI  
KRISTIN L. HOLLAND  
KEE M. CAMPBELL

Attorneys for  
Plaintiffs and Additional Parties

APPROVED AS TO FORM AND LEGALITY:

 Date: May 17, 2016  
DONNA Y. L. LEONG  
PAUL S. AOKI  
ERNEST H. NOMURA

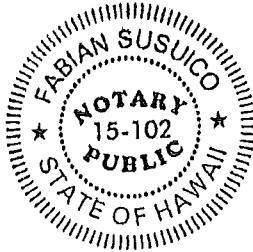
 Date: MAY 17 2016  
WILLIAM C. MCCORRISTON  
LISA W. CATALDO  
TROY J. H. ANDRADE  
JESSICA M. WAN

Attorneys for  
Defendant CITY AND COUNTY OF HONOLULU

Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

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

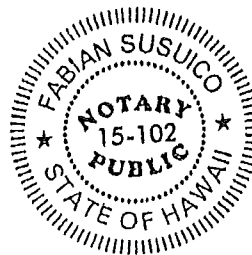
On this 23<sup>rd</sup> day of May, 2016, before me personally appeared TABATHA MARTIN, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.



Fabian Susuico  
Name: Fabian Susuico  
Notary Public, State of Hawai'i

My commission expires: 03/15/2019

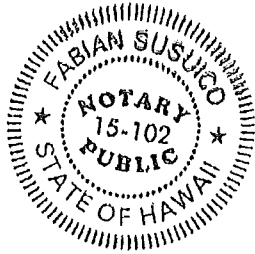
NOTARY PUBLIC CERTIFICATION	
<u>Fabian Susuico</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>5/23/16</u>
<u>Fabian Susuico</u>	<u>5/23/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

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

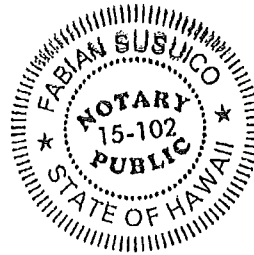
On this 23<sup>rd</sup> day of May, 2016, before me personally appeared TRACY MARTIN, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.



Fabian Susuico  
Name: Fabian Susuico  
Notary Public, State of Hawai'i

My commission expires: 03/15/2019

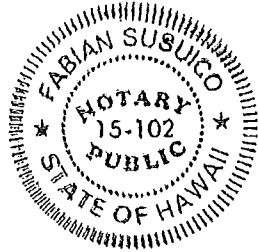
NOTARY PUBLIC CERTIFICATION	
<u>Fabian Susuico</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>5/23/16</u>
<u>Fabian Susuico</u>	<u>5/23/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

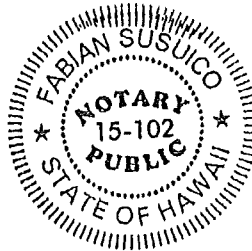
On this 23<sup>rd</sup> day of May, 2016, before me personally appeared TABATHA MARTIN, as Parent and Next Friend of minor child T.M., to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.



Fabian Susuico  
Name: Fabian Susuico  
Notary Public, State of Hawai'i

My commission expires: 03/16/ 2019

NOTARY PUBLIC CERTIFICATION	
<u>Fabian Susuico</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>5/23/16</u>
<u>Fabian Susuico</u>	<u>5/23/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; Martin, et al., v. City and County of Honolulu, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i



STATE OF HAWAII

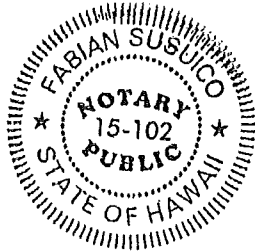
)

) SS.

CITY AND COUNTY OF HONOLULU

)

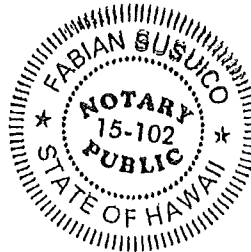
On this 23<sup>rd</sup> day of May, 2016, before me personally appeared TRACY MARTIN, as Parent and Next Friend of minor child T.M., to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.



Fabian Susuko  
Name: Fabian Susuko  
Notary Public, State of Hawai'i

My commission expires: 03/15/2019

NOTARY PUBLIC CERTIFICATION	
<u>Fabian Susuko</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>5/23/16</u>
<u>Fabian Susuko</u>	<u>5/23/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; Martin, et al., v. City and County of Honolulu, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared KIONINA KANESO, 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.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
_____	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: _____	Date of Doc: _____
_____	_____
Notary Signature	Date

SIGNED  
CHUUKESSE  
VERSION

**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared KIONINA KANESO, as Next Friend of minor child K.H., 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.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
_____	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: _____	Date of Doc: _____
_____ Notary Signature	_____ Date

SIGNED  
CHUUKESSE  
VERSION

**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

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

On this 19<sup>th</sup> day of May, 2016, before me personally appeared TANAKO YUG, 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.



April Rush  
Name: April Rush  
Notary Public, State of Hawai'i

My commission expires: May 8, 2019

NOTARY PUBLIC CERTIFICATION	
<u>April Rush</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>undated</u>
<u>April Rush</u>	<u>05/19/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 19<sup>th</sup> day of May, 2016, before me personally appeared GABRIEL YUG, 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.



April Rush  
Name: April Rush  
Notary Public, State of Hawai'i

My commission expires: May 8, 2019

NOTARY PUBLIC CERTIFICATION	
<u>April Rush</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>undated</u>
<u>April Rush</u>	<u>05/19/2016</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 19<sup>th</sup> day of May, 2016, before me personally appeared TANAKO YUG, as Next Friend of minor child G.Y., 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.



April Rush  
Name: April Rush  
Notary Public, State of Hawai'i

My commission expires: May 8, 2019

NOTARY PUBLIC CERTIFICATION	
<u>April Rush</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>undated</u>
<u>April Rush</u>	<u>05/19/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

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

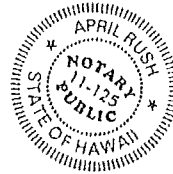
On this 19<sup>th</sup> day of May, 2016, before me personally appeared GABRIEL YUG, as Next Friend of minor child G.Y., to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.



April Rush  
Name: April Rush  
Notary Public, State of Hawai'i

My commission expires: May 8, 2019

NOTARY PUBLIC CERTIFICATION	
<u>April Rush</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>undated</u>
<u>April Rush</u>	<u>05/19/2016</u>
Notary Signature	Date



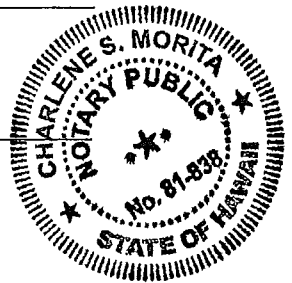
Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

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

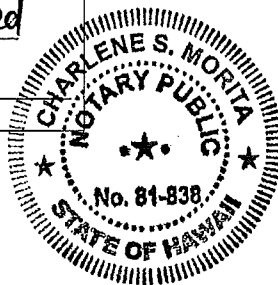
On this 17<sup>th</sup> day of May, 2016, before me personally appeared  
DIANA CHONIONG, to me known to be the person described in and who executed the  
foregoing instrument and acknowledged to me that she executed the same as her free act and  
deed.

Charlene S. Morita  
Name: Charlene S. Morita  
Notary Public, State of Hawai'i

My commission expires: 10/25/17



NOTARY PUBLIC CERTIFICATION	
<u>Charlene S. Morita</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>undated</u>
<u>Charlene S. Morita</u>	<u>5/17/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

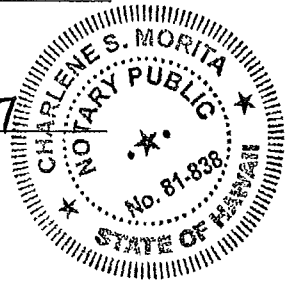


STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

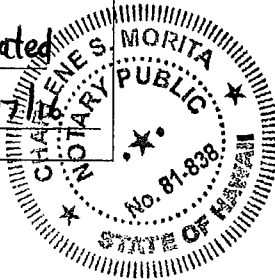
On this 17<sup>th</sup> day of May, 2016, before me personally appeared VALERIN CHONIONG, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

Charlene S. Morita  
Name: Charlene S. Morita  
Notary Public, State of Hawai'i

My commission expires: 10/25/17



NOTARY PUBLIC CERTIFICATION	
<u>Charlene S. Morita</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>Undated</u>
<u>Charlene S. Morita</u>	<u>5/17/16</u>
Notary Signature	Date



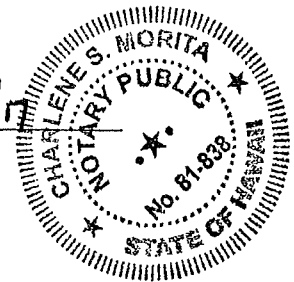
Settlement, Release and Indemnity Agreement; Martin, et al., v. City and County of Honolulu, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

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

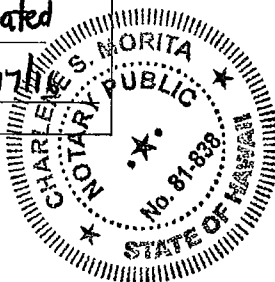
On this 17<sup>th</sup> day of May, 2016, before me personally appeared  
DIANA CHONIONG, as Next Friend of minor child R.C., to me known to be the person  
described in and who executed the foregoing instrument and acknowledged to me that she  
executed the same as her free act and deed.

Charlene S. Morita  
Name: Charlene S. Morita  
Notary Public, State of Hawai'i

My commission expires: 10/25/17



NOTARY PUBLIC CERTIFICATION	
<u>Charlene S. Morita</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>Undated</u>
<u>Charlene S. Morita</u>	<u>5/17/16</u>
Notary Signature	Date



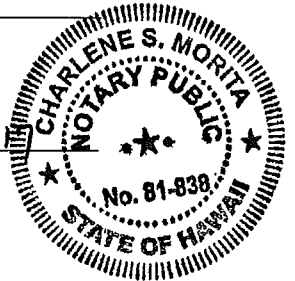
Settlement, Release and Indemnity Agreement; Martin, et al., v. City and County of Honolulu, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

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

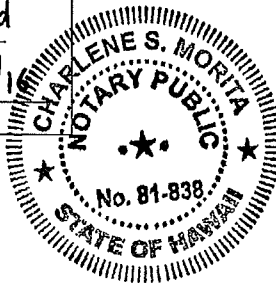
On this 18<sup>th</sup> day of May, 2016, before me personally appeared JON JOSEPHSON, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Charlene S. Morita  
Name: Charlene S. Morita  
Notary Public, State of Hawai'i

My commission expires: 10/25/17



NOTARY PUBLIC CERTIFICATION	
<u>Charlene S. Morita</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>Undated</u>
<u>Charlene S. Morita</u>	<u>5/18/16</u>
Notary Signature	Date



**Settlement, Release and Indemnity Agreement; Martin, et al., v. City and County of Honolulu**, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared NORMA MANUEL, 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.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
_____	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: _____	Date of Doc: _____
_____ Notary Signature	_____ Date

SIGNED  
CHUUKESSE  
VERSION

**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

STATE OF HAWAI'I )  
 ) SS.  
COUNTY OF HAWAII )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared  
MENSI RIKAT, 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.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
_____	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: _____	Date of Doc: _____
_____ Notary Signature	_____ Date

SIGNED  
CHUUKESSE  
VERSION

**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

STATE OF HAWAII

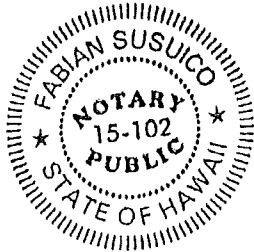
)

) SS.

CITY AND COUNTY OF HONOLULU

)

On this 20<sup>th</sup> day of May, 2016, before me personally appeared ARI RODEN, 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.

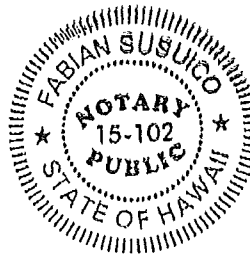


Fabian Susuico

Name: Fabian Susuico  
Notary Public, State of Hawai'i

My commission expires: 03/15/2019

NOTARY PUBLIC CERTIFICATION	
<u>Fabian Susuico</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>43</u>	Date of Doc: <u>5/20/16</u>
<u>Fabian Susuico</u>	<u>5/20/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAII )

) SS.

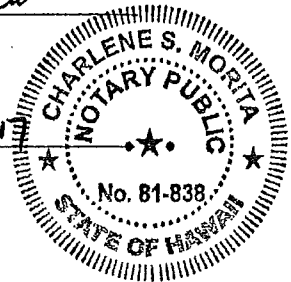
CITY AND COUNTY OF HONOLULU )

On this 17<sup>th</sup> day of May, 2016, before me personally appeared RIMUO RUNTE, 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.

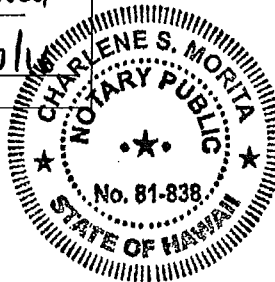
Charlene S. Morita

Name: Charlene S. Morita  
Notary Public, State of Hawai'i

My commission expires: 10/25/17



NOTARY PUBLIC CERTIFICATION	
<u>Charlene S. Morita</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>Undated</u>
<u>Charlene S. Morita</u>	<u>5/17/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; Martin, et al., v. City and County of Honolulu, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared SNOPIA WEINEI, 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.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
_____	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: _____	Date of Doc: _____
_____	_____
Notary Signature	Date

SIGNED  
CHUUKESSE  
VERSION

**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**



STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared  
CAREME UTTURENG, 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.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

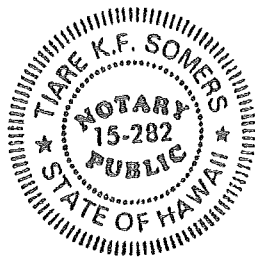
NOTARY PUBLIC CERTIFICATION	
_____	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: _____	Date of Doc: _____
_____ Notary Signature	_____ Date

SIGNED  
CHUUKESSE  
VERSION

**Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i**

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

On this 24<sup>th</sup> day of May, 2016, before me personally appeared VICTOR TUMBAGA, as Parent and Next Friend of V.T., a minor, 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.



Tiare K.F. Somers  
Name: Tiare K.F. Somers  
Notary Public, State of Hawai'i

My commission expires: August 9, 2019

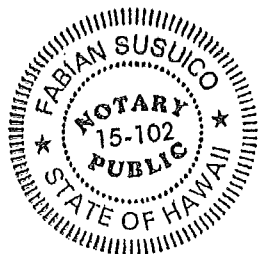
NOTARY PUBLIC CERTIFICATION	
	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>undated</u>
<u>Tiare K.F. Somers</u>	<u>5/24/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

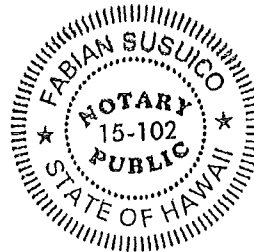
On this 13<sup>th</sup> day of June, 2016, before me personally appeared SARAH VAN SWEARINGEN, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.



Fabian Susuico  
Name: Fabian Susuico  
Notary Public, State of Hawai'i

My commission expires: 03/15/2019

NOTARY PUBLIC CERTIFICATION	
<u>Fabian Susuico</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>6/13/16</u>
<u>Fabian Susuico</u>	<u>6/13/16</u>
Notary Signature	Date



Settlement, Release and Indemnity Agreement; *Martin, et al., v. City and County of Honolulu*, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i

STATE OF HAWAI'I )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 18<sup>th</sup> day of May, 2016, before me personally appeared  
ATA CRICHTON, 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.

Charlene S. Morita  
Name: Charlene S. Morita  
Notary Public, State of Hawai'i

My commission expires: 10/25/17



NOTARY PUBLIC CERTIFICATION	
<u>Charlene S. Morita</u>	First Circuit
Doc. Description: Settlement, Release, and Indemnity Agreement	
No. of Pages: <u>40</u>	Date of Doc: <u>undated</u>
<u>Charlene S. Morita</u>	<u>5/18/16</u>
Notary Signature	Date



**Settlement, Release and Indemnity Agreement; Martin, et al., v. City and County of Honolulu**, Case No. 1:15-cv-00363-HG-KSC, United States District Court for the District of Hawai'i