

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
July 15 - 16, 2024

To: Chairman and Members, Hawaiian Homes Commission
From: Lisa Parker, Petitioner
Via: Richard Hoke
Executive Assistant

Subject: Petition for Declaratory Ruling to Determine the Enforceability of the Settlement, General Release and Indemnity Agreement (Settlement Agreement) and the Stipulated Order Regarding Irrevocable Designation of Bruce K. Parker as Successor to Lease No. 2877(Stipulated Order)

RECOMMENDED MOTION/ACTION:

Petitioner moves the Commission to:

- (1) Consider her Petition for Declaratory Ruling;
- (2) Determine the enforceability of the Settlement Agreement; and
- (3) Authorize Lisa Parker ("Lisa"), as the Personal Representative of the Estate of Bruce Parker ("Bruce"), to name the successor to Residential Lease No. 2877 ("Lease").

STATUTES AND RULES

Sec. 10-5-51, HAR, states:

"On petition of an interested person, the commission may issue a declaratory order as to the applicability of any statutory authority involved and include a complete statement of the facts and the reasons or grounds prompting the petition, together with full disclosure of petitioner's interest."

Pursuant to Hawaii Revised Statute §603-21.5 (a)(3), the First Circuit Court of the State of Hawaii exerted original jurisdiction over Civ. No. 05-1-1585-09, filed on September 6, 2005, and pursuant to §603-21.9(1) and (6), the First Circuit Court had the power to make and issue orders necessary or appropriate in aid of its original jurisdiction over the matter pending before it.

STATEMENT OF FACTS

1. On September 6, 2005, Bruce as the Personal Representative of the Estate of Pearl K. Parker ("Pearl"), filed a lawsuit against Thalia White-Ching ("Thalia") and the Department of Hawaiian Home Lands ("DI-II-IL"), et.al.; in Civ. No. 05-1-1585-09. **Exhibit 1.**
2. The lawsuit sought to set aside Pearl's transfer of the Lease to Thalia on the grounds that Pearl lacked legal capacity to convey her lease to Thalia, who allegedly exerted undue influence on Pearl to effect a fraudulent conveyance.
3. On November 13, 2007, the parties settled the lawsuit. **Exhibit 2.**
4. The material terms of the settlement agreement were that:
 - (1) Thalia would have a life estate in the lease, to wit: "Thalia White-Ching only shall remain as lessee on Lease No. 2877 for the remainder of her life"; and
 - (2) Bruce would be the designated successor or any person that "his estate names in the event Bruce K. Parker is unable to be designated as successor to the lease for any reason."
5. On November 20, 2007, the Court ordered Thalia to irrevocably designate Bruce as Thalia's successor. **Exhibit 3.**
6. Thalia designated Bruce the successor to the Lease on December 11, 2007. **Exhibit 4.**
7. Bruce died on December 20, 2011. At the time of Bruce's death, he was the designated successor to the Lease. **Exhibit 5.**
8. Bruce was 53% native-Hawaiian. **Exhibit 6.**

9. Lisa, Bruce's wife, is 68% native-Hawaiian. **Exhibit 7.**

10. Kamuela, Lisa's and Bruce's son, is 61% native-Hawaiian. **Exhibit 6.**

11. Bruce appointed Lisa the Personal Representative for his estate in his Last Will and Testament, dated April 12, 1990. **Exhibit 8.**

SUMMARY

Bruce was the designated successor to Lease No. 2877 from December 11, 2007 until the date of his death on December 20, 2011. Pursuant to the settlement agreement, the parties agreed that Bruce's estate would name the successor to the Lease if Bruce was unable to be the designated successor. Lisa, as the Personal Representative of Bruce's estate, is the person who names the successor to the Lease.

As a signatory to the stipulated order, Dffi-IL is bound by its terms.

Lisa moves that the Commission:

- (1) Grant her Petition for Declaratory Ruling;
- (2) Determine that the Settlement Agreement is enforceable and binding upon Dffi-IL;
- (3) Authorize Lisa, as the Personal Representative of the Estate of Bruce Parker ("Bruce"), to name Kamuela, Bruce's and Lisa's son, the successor to Residential Lease No. 2877 ("Lease").

EXHIBITS

Exhibit 1: Complaint: Bruce K. Parker as the Personal Representative of the Estate of Pearl K. Parker v. Thalia White-Ching, the Department of Hawaiian Home Lands ("DHHL"), et.al.; in Civ. No. 05-1-1585-09, filed 9/6/2005.

Exhibit 2: Settlement, General Release and Indemnity Agreement.

Exhibit 3: Stipulated Order Regarding Irrevocable Designation of Bruce K. Parker as Successor to Lease No. 2877, filed 11/13/2007.

Exhibit 4: Designation of Bruce K. Parker dated 12/11/2007.

Exhibit 5: Certificate of Death filed 12/29/2011.

Exhibit 6: DHHL Kumu Ohana, Kamuela and Bruce Parker

Exhibit 7: DHHL Kumu Ohana Lisa Parker

Exhibit 8: Last Will and Testament of Bruce Kerr Poniaulani Parker, 4/12/90

EXHIBIT 1

ITEM NO. C-1

1st CIRCUIT COURT
STATE OF HAWAII
FILED

2006 SEP -6 PM 3:55

Of Counsel:

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J. KUBO
CLERK

Attorney for Plaintiff
BRUCE K. PARKER,
Personal Representative of the Estate
of Pearl K. Parker

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

BRUCE K. PARKER,
as Personal Representative of the
Estate of Pearl K. Parker,

Plaintiff,

vs.

THALIA WHITE-CHING;
DEPARTMENT OF HAWAIIAN
HOME LANDS, STATE OF HAWAII;
JOHN DOES 1-5; JANE DOES 1-5; DOE
CORPORATIONS 1-5; DOE
PARTNERSHIPS 1-5; ROE
NON-PROFIT ORGANIZATIONS 1-5;
DOE GOVERNMENTAL ENTITIES 1-5,

Defendants.

CIVIL NO. 05-1-1585-09 G WB C
(Other Non-Vehicle Tort)

COMPLAINT; EXHIBITS "1" - "4";
SUMMONS

Complaint-Parker

COMPLAINT

Plaintiff, BRUCE K. PARKER, in his capacity as Personal Representative of the Estate of Pearl K. Parker, by and through his attorneys, Park & Taga, A Limited Liability Law Company, and for Complaint against Defendants THALIA WHITE-CHING, DEPARTMENT

OF HAWAIIAN HOME LANDS, STATE OF HAWAII; JOHN DOES 1-5; JANE DOES 1-5; DOE CORPORATIONS 1-5; DOE PARTNERSHIPS 1-5; ROE NON-PROFIT ORGANIZATIONS 1-5; and DOE GOVERNMENT ENTITIES 1-5 (collectively, "Defendants"), alleges and avers as follows:

1. Plaintiff BRUCE K. PARKER (hereinafter referred to as "Plaintiff") is and was at all relevant times a resident of the City & County of Honolulu, State of Hawaii.

2. Plaintiff is the Personal Representative of the Estate of Pearl K. Parker, having been duly appointed by the Circuit Court of the First Circuit, State of Hawaii, in the probate case entitled

3. Defendant THALIA WHITE-CHING (hereinafter referred to as "Defendant White-Ching"), is and was at all relevant times a resident of the City & County of Honolulu, State of Hawaii.

4. Defendant DEPARTMENT OF HAWAIIAN HOME LANDS, STATE OF HAWAII, is and was at all relevant times a duly formed, qualified, and authorized administrative agency of the State of Hawaii.

5. Defendants JOHN DOES 1-5, JANE DOES 1-5, DOE CORPORATIONS 1-5, DOE PARTNERSHIPS 1-5, ROE NON-PROFIT ORGANIZATIONS 1-5 and DOE GOVERNMENT ENTITIES 1-5 (hereinafter, collectively "Doe Defendants") are sued herein under fictitious names pursuant to Rule 17 of the Hawaii Rules of Civil Procedure for the reason that, despite diligent and good faith efforts to obtain information, their true names and identities are presently unknown to Plaintiff, except that they were connected in some manner with the named defendant(s) and are employees, employers, agents, representatives, co-ventures, associates, vendors, suppliers, manufacturers, subcontractors or contractors of the named defendants; and/or were in some manner presently known to be engaged in the activities alleged herein; and/or were in some manner responsible for the injuries or damages to Plaintiff; and/or

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conducted some activity in a negligent or dangerous manner, which negligence or dangerous conduct was a proximate cause of injuries or damages to Plaintiff; and/or were in some manner related to the named defendant; and that their true names, identities, capacities, activities and/or responsibilities are presently unknown to Plaintiff and his attorney. Plaintiff prays for leave to identify the Doe Defendants if and when their identities are ascertained.

6. By Hawaiian Homes Commission Residence Lot, Lease No. 2877, dated April 8, 1969, but commencing April 8, 1954, the Hawaiian Homes Commission, as lessor, demised and leased to John Parker, as lessee, Residence Lot No. 126, situate at Kewalo, Oahu, Hawaii and located at 2218 Tantalus Drive, Honolulu, Hawaii 96813.

7. On or about March 20, 1985, John Parker, as Assignor, and Pearl K. Parker, as Assignee, and the Department of Hawaiian Home Lands, State of Hawaii, executed an Assignment of Lease and Consent, Recission and Amendment to Lease No. 2877 which, inter alia, transferred John Parker's interest in Lease No. 2877 and Lot No. 126 to Pearl K. Parker.

8. On or about July 5, 2000, the Department of Human Services, State of Hawaii filed an Amended Petition for Appointment of Co-Guardians of the Person of an Alleged Incapacitated Person in the guardianship proceeding, In the Matter of the Guardianship of Pearl White Parker, FC-G No. 00-1-0204, Family Court of the First Circuit, State of Hawaii.

9. The person identified in the aforementioned Amended Petition for Appointment of Co-Guardians of the Person of an Alleged Incapacitated Person is Pearl K. Parker, a.k.a. Pearl Kaleianunue Parker.

10. Said Amended Petition for Appointment of Co-Guardians of the Person of an Alleged Incapacitated Person asserting, inter alia, that Pearl K. Parker was an incapacitated person under Chapter 560, Article V, Hawaii Revised Statutes.

11. Said Amended Petition for Appointment of Co-Guardians of the Person of

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COMPLAINT

an Alleged Incapacitated Person sought appointment of a guardian of the person for Pearl K. Parker on grounds that she was suffering from, among other things, polymyalgia rheumatism, cerebral vascular accident with hemiparesis of the right side and aphasia, and dementia.

12. In the above-mentioned guardianship action involving Pearl K. Parker, an Order Appointing Co-Guardians of the Person; Exhibit "A" (hereinafter referred to as "Order Appointing Co-Guardians") was filed on November 24, 2000.

13. A copy of the Order Appointing Co-Guardians of the Person; Exhibit "A" is attached hereto as Exhibit "1."

14. Said Order Appointing Co-Guardians, among other things, held that Pearl White Parker [a.k.a. Pearl K. Parker] was an incapacitated person, as defined in Section 560:5-101, Hawaii Revised Statutes, and appointed Defendant White-Ching, Ellen Kalahahele and Eric Parker co-guardians of the person of Pearl White Parker [a.k.a. Pearl K. Parker].

15. On or about December 27, 2000, Defendant White-Ching, through fraud, duress, undue influence, or other wrongful means induced Pearl K. Parker to or otherwise had her sign a Homestead Lease Transfer Request, filed with the Department of Hawaiian Home Lands on December 28, 2000, for the purported transfer of Lease No. 2877 to Pearl K. Parker and Defendant White-Ching as joint tenants and which document was filed with the Department of Hawaiian Home Lands on or about December 28, 2000. A copy of the Homestead Lease Transfer Request, dated December 27, 2000, is attached hereto as Exhibit "2."

16. On or about December 27, 2000, Defendant White-Ching through fraud, duress, undue influence, or other wrongful means induced Pearl K. Parker to or otherwise had her, sign a Designation of Successor to Hawaiian Home Lands Homestead Lease, No. 2877, which purported to designate Defendant White-Ching as the successor to Pearl K. Parkers's interest in Lease No. 2877 and which document was approved by the Department of Hawaiian Home Lands on or about December 29, 2000. A copy of the Designation of Successor to

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Hawaiian Home Lands Homestead Lease, No. 2877, dated December 27, 2000, is attached hereto as Exhibit "3."

17. On or about March 5, 2001, Defendant White-Ching through fraud, duress, undue influence, or other wrongful means induced Pearl K. Parker to, or otherwise had, her sign a Homestead Lease Transfer Request for the purported transfer of Lease No. 2877 from Pearl K. Parker and Defendant White-Ching as co-lessees to Defendant White-Ching as sole lessee. A copy of the Homestead Lease Transfer Request, dated March 5, 2001, is attached hereto as Exhibit "4."

18. Pearl K. Parker died on or about August 5, 2004.

COUNT I

19. Plaintiff realleges and incorporates herein by reference the allegations in the previous paragraphs as though fully set forth herein.

20. At the time of the execution of the Homestead Lease Transfer Request, dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead Lease, dated December 27, 2000, and the Homestead Lease Transfer Request, dated March 5, 2001, Pearl K. Parker lacked the mental capacity to convey her interest in Lease No. 2877.

21. Due to Pearl K. Parker's lack of capacity, the Homestead Lease Transfer Request, dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead Lease, dated December 27, 2000, and the Homestead Lease Transfer Request, dated March 5, 2001, and any subsequent conveyances predicated thereon, are void, voidable, and/or are subject to rescission.

COUNT II

22. Plaintiff realleges and incorporates herein by reference the allegations in the previous paragraphs as though fully set forth herein.

23. By reason of her appointment as a co-guardian of the person of Pearl K.

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Parker, Defendant White-Ching was in a fiduciary relationship with Pearl K. Parker.

24. The above-mentioned acts and omissions of Defendant White-Ching, including but not limited to her having and/or inducing Pearl K. Parker to sign the Homestead Lease Transfer Request, dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead Lease, dated December 27, 2000, and the Homestead Lease Transfer Request, dated March 5, 2001, constitute a breach of fiduciary duty.

25. As a direct and proximate result of the breaches of fiduciary duties by Defendant White-Ching, Plaintiff has suffered damages in an amount to be proven at trial.

26. As a result of the breaches of fiduciary duties by Defendant White-Ching and her wrongful acts and malfeasance, Plaintiff is entitled to assessment of a surcharge against Defendant White-Ching.

27. Having been obtained as a result of a breach of fiduciary duty, the Homestead Lease Transfer Request, dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead Lease, dated December 27, 2000, and the Homestead Lease Transfer Request, dated March 5, 2001, and any subsequent conveyances predicated thereon, are void, voidable, and/or are subject to rescission.

COUNT III

28. Plaintiff realleges and incorporates herein by reference the allegations in the previous paragraphs as though fully set forth herein.

29. The above-mentioned acts of Defendant White-Ching, including but not limited to her having and/or inducing Pearl K. Parker to sign the Homestead Lease Transfer Request, dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead Lease dated December 27, 2000, and the Homestead Lease Transfer Request, dated March 5, 2001, violate the provisions of Chapter 560, Title V, Hawaii Revised Statutes, and the purported transfer of Lease No. 2877 to Defendant White-Ching exceeded her authority as

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guardian of the person of Pearl K. Parker.

30. Based on the above-mentioned violation of statute and Defendant White-Ching's actions exceeding her authority, the Homestead Lease Transfer Request dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead Lease, dated December 27, 2000, and the Homestead Lease Transfer Request dated March 5, 2001, and any subsequent conveyances predicated thereon are void, voidable, and/or are subject to rescission.

31. As a direct and proximate result of the violation of statute and acts in excess of authority by Defendant White-Ching, Plaintiff has suffered damages in an amount to be proven at trial.

COUNT IV

32. Plaintiff realleges and incorporates herein by reference the allegations in the previous paragraphs as though fully set forth herein.

33. Because the Homestead Lease Transfer Request, dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead Lease dated December 27, 2000, and the Homestead Lease Transfer Request dated March 5, 2001, were obtained by fraud, duress, undue influence, or other wrongful acts on the part of Defendant White-Ching, said conveyances are void and/or voidable and/or subject to rescission.

COUNT V

34. Plaintiff realleges and incorporates herein by reference the allegations in the previous paragraphs as though fully set forth herein.

35. If Defendant White-Ching is allowed to maintain her purported interest as lessee of Lease No. 2877, it would constitute unjust enrichment.

36. In order to avoid said unjust enrichment, Defendant White-Ching must be compelled to re-convey the leasehold interest in Lease No. 2877 to Plaintiff.

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COUNT VI

37. Plaintiff realleges and incorporates herein by reference the allegations in the previous paragraphs as though fully set forth herein.

38. Since the aforementioned acts and omissions of Defendant White-Ching were intentional, wilful, malicious, and in conscious disregard of the rights and interests of Pearl K. Parker and exceeded Defendant White-Ching's duties as guardian of the person of Pearl K. Parker, Petitioner is entitled to the assessment of punitive and/or exemplary damages against Defendant White-Ching.

WHEREFORE, Plaintiff BRUCE K. PARKER, as Personal Representative of the Estate of Pearl K. Parker, prays for relief as follows:

A. That judgment be entered in favor of Plaintiff and against Defendant White-Ching for general, special and punitive/exemplary damages in an amount to be proven at trial;

B. That Defendant White-Ching be ordered to re-convey Lease No. 2877 to the Estate of Pearl K. Parker;

C. That a surcharge be assessed against Defendant White-Ching for her wrongful actions with respect to the guardianship of Pearl K. Parker in an amount to be proven at trial, including but not limited to costs and reasonable attorneys' fees;

D. That the Court declare the Homestead Lease Transfer Request, dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead Lease, dated December 27, 2000, and the Homestead Lease Transfer Request, dated March 5, 2001, and any subsequent conveyances predicated thereon to be void, voidable, and/or subject to rescission;

E. That Defendant Department of Hawaiian Home Lands, State of Hawaii, be ordered to set aside, void, invalidate, and/or expunge the Homestead Lease Transfer Request, dated December 27, 2000, the Designation of Successor to Hawaiian Home Lands Homestead

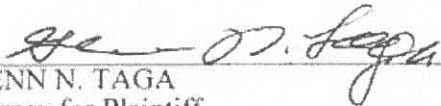
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Lease, dated December 27, 2000, and the Homestead Lease Transfer Request, dated March 5, 2001, and any subsequent conveyances predicated thereon;

F. That Plaintiff be awarded costs, including reasonable attorneys' fees; and

G. That Plaintiff be awarded such other and further relief as the Court deems just and proper under the circumstances.

DATED: Honolulu, Hawaii, September 2, 2005



GLENN N. TAGA
Attorney for Plaintiff
BRUCE K. PARKER, Personal Representative
of the Estate of Pearl K. Parker

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ET AL., CIVIL NO. _____, CIRCUIT COURT OF THE FIRST CIRCUIT, STATE OF HAWAII;
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EXHIBIT 2

ITEM NO. C-1

SETTLEMENT, GENERAL RELEASE AND INDEMNITY AGREEMENT

The undersigned parties to this document agree as follows:

1. This document is a Settlement, General Release and Indemnity Agreement (“Agreement”).

2. Named Party, Releasor. The person or persons named herein below, and as defined in Paragraph 5 below, shall be hereinafter referred to as “Releasor” (as hereinafter defined):

BRUCE K. PARKER, as the Personal Representative
of the Estate of Pearl K. Parker
c/o DENNIS E. O’CONNOR, JR., ESQ.
REINWALD O’CONNOR & PLAYDON LLP
Pacific Guardian Center, Makai Tower
733 Bishop Street, 24th Floor
Honolulu, Hawaii 96813

3. Named Party, Releasee. The person or persons named herein below, and as defined in Paragraph 5 below, shall be hereinafter referred to as “Releasee” (as hereinafter defined):

THALIA WHITE-CHING
c/o ROBERT G. KLEIN, ESQ.
Five Waterfront Plaza, 4th Floor
500 Ala Moana Boulevard
Honolulu, Hawaii 96803

4. Definition of Terms.

a. Releasor. Unless otherwise expressly stated in this Agreement, the term “Releasor” shall mean and be deemed to include all of the following: Bruce K. Parker, individually and as the personal representative of the Estate of Pearl K. Parker, and Bruce K. Parker’s heirs, executors, attorneys, administrators, personal representatives, successors, trustees in bankruptcy, guardians, legal representatives, agents, representatives, insurers, and all persons,

entities or parties claiming by, through or under him.

b. Releasee. Unless otherwise expressly stated in this Agreement, the term “Releasee” shall mean and be deemed to include all of the following: Thalia White-Ching, her respective heirs, relatives, executors, attorneys, administrators, personal representatives, successors, trustees in bankruptcy, guardians, legal representatives, agents, representatives, insurers and all persons, entities or parties claiming by, through or under her.

“Releasor” and “Releasee” are collectively referred to as “Parties” in this Agreement.

c. Incident. The term “Incident” as used in this Agreement refers to those events and actions that relate to, arise, have arisen, or could arise, out of Releasee’s guardianship of Pearl Kaleianuenue Parker aka Pearl K. Parker aka Pearl White Parker (collectively “Pearl Parker”) and/or Pearl Parker’s designation of Releasee as Pearl K. Parker’s primary successor to the Department of Hawaiian Homelands Lease No. 2877 (“Lease No. 2877”), which is for a parcel of land and residence located at 2218 Tantalus Drive, Honolulu, Hawai’i 96813, and/or Pearl Parker’s transfer of Lease No. 2877 to Releasee with a life estate for Pearl Parker in Lease No. 2877, including but not limited to those events and actions that are or were the subject of and set forth in the proceedings initiated by Bruce K. Parker and others regarding Lease No. 2877 in the Department of Hawaiian Home Lands (including but not limited to the correspondence by counsel prior to the contested case hearing and the contested case hearing itself) and in the complaints filed in In the Matter of the Guardianship of Pearl White Parker, FC-G No. 00-1-0204, or In the Matter of the Estate of Pearl Kaleianuenue Parker aka Pearl K. Parker, aka Pearl Parker, P. No. 04-1-0565, or in Parker v. White-Ching et al., Civil No. 05-1-1585 (GWBC), First Circuit Court of the State of Hawaii (“Lawsuit”).

d. Claims. The term "Claims" as used in this Agreement refers to all demands, damages, expenses, attorney's fees, costs, complaints, lawsuits, claims, actions, or causes of action that arise out of, are based upon, or connected with, or that relate in any way to the Incident and/or the Lawsuit

e. Number. In this Agreement, the singular shall include the plural, and the plural shall include the singular, as the case may be.

f. Gender. In this Agreement, the use of any one gender shall include all genders.

g. Captions or Headings. In this Agreement, the captions or headings of paragraphs and subparagraphs are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit nor affect any provision of this Agreement.

5. Consideration. In consideration of the general release set forth herein and other good and valuable consideration set forth in this Agreement, all of which is hereby acknowledged and accepted, it is agreed that:

a. Releasee will designate Bruce K. Parker as the successor to Lease No. 2877, or designate any other person that Bruce K. Parker or his estate names as successor in the event Bruce K. Parker is unable to be designated as successor to the lease for any reason;

b. Releasee's designation is the name provided to her by Releasor and his counsel;

c. Releasee's designation of a designation successor as set forth in paragraphs 5(a) and (b) above shall be irrevocable once done, and said irrevocable designation will be set forth by way of an order in Civil No. 05-1-1585, First Circuit Court by Judge Bert Ayabe;

d. Releasee will reimburse Releasor for reasonable fees and costs incurred in the event Releasor has to defend against any forfeiture action against Lease No. 2877 that arises during Releasee's lifetime;

e. Releasee agrees to authorize Releasor or his designee access to information and files at the Department of Hawaiian Home Lands concerning Lease No. 2877 in conformity with Department of Hawaiian Home Lands rules and regulations;

f. Releasee will return the Koa bowls, Koa dining room set and showcase with personal pictures and treasures belonging to Pearl K. Parker that was in the home at the time of her death, immediately; and

g. Releasee shall retain the right to remain the lessee on the property further described in Lease No. 2877 for the balance of her life. The Parties further agree that upon the death of Releasee, the occupants of the dwelling at Lease No. 2877 shall have 90 days to vacate the premises.

6. Release.

a. General Release. In consideration of the aforementioned payment and other good and valuable consideration set forth in this Agreement, Releasor and for all persons and/or entities claiming by, through or under him, hereby releases, acquits and forever discharges Releasee and any other person or entity known or unknown in the world from any and all Claims whether now known or unknown, contingent or uncertain, latent or patent, or whether anticipated or not. This Agreement is an absolute bar as to all matters released hereunder.

b. Releasor's Warranty. Releasor hereby warrants and represents that he is the owner of all Claims released herein and that Releasor has not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, or by operation of law, any Claims

herein released, or any portion thereof.

c. Claims Brought on Releasor's Behalf. Releasor further agrees that he will not permit any other person, agency, or private or governmental entity to make or pursue any claim related to the Claims and that if said persons, agencies or entities persist in pursuing any such claim, he will not participate or assist in said claim unless required to do so by law or court order.

7. No Joint Tortfeasors or Co-Obligors. For the consideration set forth above, Releasor further warrants and agrees that there are no other persons or entities that have been or may be adjudicated to be joint tortfeasors and/or co-obligors with Releasee, that Releasor will not raise or pursue any future claims against alleged joint tortfeasors and/or co-obligors, and that it is not necessary to obtain Court approval as to the good faith of this settlement as provided in Chapter 663, Hawaii Revised Statutes, as amended. In the event that Releasor asserts future claims against joint tortfeasors or co-obligors, this Agreement shall at a minimum reduce such claim or claims of Releasor in the amount of the above-mentioned consideration or to the extent of the pro-rata share of any liability on the part Releasee; moreover, Releasor represents and warrants that this settlement is in good faith.

8. Dismissal with Prejudice. Concurrently with the execution and delivery of this Agreement, Releasor and Releasee shall execute and file in the Lawsuit a Stipulation for Dismissal With Prejudice of All Claims and Causes of Action.

9. Indemnity. Releasor agrees to indemnify and to forever hold harmless and defend Releasee from any and all Claims made or asserted by (1) any person, entity or organization claiming by, through or under Releasor; and/or (2) any person, entity or organization seeking indemnity, contribution, subrogation, attorneys' fees, costs or any other relief relating to, arising

from or connected in any way with the Incident, Claims, or Lawsuit.

10. Denial of Liability. It is further understood and agreed that this Agreement and the consideration paid therefore are in no way to be construed as an admission of liability by Releasee, but are to be construed strictly as a compromise of contested claims in order to avoid the time, expense, and costs inherent in litigation. The Parties acknowledge that Releasee has denied and continues to deny liability and wrongdoing with respect to any Claims. This Agreement is subject to the provisions of Rule 408 of the Hawaii and Federal Rules of Evidence.

11. Additional Understandings and Agreements. Releasor and Releasee acknowledge, agree and understand that:

a. Governing Law, Choice of Forum. This Agreement shall be applied, interpreted and construed in accordance with the substantive laws of the State of Hawaii, without regard to any choice of law principles. The Parties agree that the forum for the resolution of any disputes concerning any aspect of this Agreement, including but not limited to the validity of this Agreement, the interpretation or construction of any of its terms, or any alleged breach of its provisions, shall be exclusively in the State of Hawaii.

b. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes any and all prior or contemporaneous discussions, agreements, representations, and warranties. The terms of this Agreement are contractual and not mere recital. The terms of this Agreement have been negotiated and for purposes of construction or interpretation of this Agreement, no party shall be deemed to have been its author or drafter.

c. Survival of Provisions. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining

provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

d. Acknowledgments. Releasor acknowledges that the terms of this Agreement have been read, that its provisions are fully understood and are binding upon Releasor's successors and assigns, that it has been approved by Releasor's counsel, and that it has been duly signed by Releasor as an act of free will and deed.

e. No Inducement or Representations. None of the Parties nor anyone acting on their behalf has made any representations, statements, or opinions to induce the execution of this Agreement other than as expressly set forth in this Agreement. Releasor and Releasee are not relying upon any statements, representations, opinions or promises made by any person or party released or their respective agents, representatives, or attorneys, concerning the nature, extent or duration of the losses, damages, exemplary damages, punitive damages, or the legal liability therefore, or concerning any other thing or matter, and the above-mentioned consideration is all the consideration that shall be provided to Releasor and is received as a compromise settlement in full satisfaction of all aforesaid Claims. This Agreement is executed by the Releasor and Releasee freely and upon the advice of counsel. The Parties acknowledge that the terms of this Agreement have been negotiated at arm's length among themselves with the advice and assistance of experienced and competent legal counsel.

f. Warranty of Authority. Each person signing this Agreement on behalf of a Party warrants and represents that he has the authority to sign on behalf of the entity or person he represents, and that this Agreement has been validly authorized and constitutes the legally binding and enforceable obligation of such entity or person.

g. Releasor's 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, Releasor agrees that this Agreement applies to all injuries, damages and losses resulting from those matters covered in Paragraph 6 above, even though now unanticipated, unexpected and unknown, as well as to all injuries, damages and losses that have already developed and which are now known and anticipated. Releasor makes this compromise with full knowledge of the facts and possibilities of any lawsuit, commenced or that could be commenced, is represented by counsel, and executes and delivers this Agreement being fully informed as to its terms, content and effect.

h. Complete Bar. Acceptance of the consideration set forth in Paragraph 5 and execution of this Agreement is a complete and final bar to any and all Claims; and this Agreement forever and finally compromises, settles and terminates any and all Claims.

i. Cooperation. The Parties and their respective counsel each also agree to prepare, execute and file any and all stipulations, agreements, releases, satisfactions or other documents that may be necessary or helpful to effectuate the intent and purpose of this Agreement, all without further cost to the other Party.

j. Attorneys' Fees and Costs. Each party to this Agreement shall bear his or her own attorneys' fees and costs incurred in the pursuit and defense of the Claims, and the negotiation and execution of this Agreement. In the event that any party brings an action to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

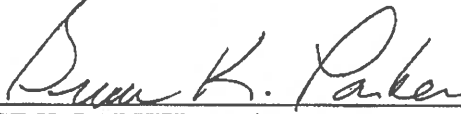
k. Amendments. This Agreement shall not be altered, amended or modified or otherwise changed in any respect, or particular whatsoever, except by a writing duly executed

by all Parties to this Agreement. The Parties acknowledge and agree that they will make no claim that this Agreement has been orally altered or modified in any respect whatsoever.

1. Counterparts. The Parties to this Agreement agree that this Agreement may be executed in any number of counterparts, and said counterparts may be transmitted by facsimiles, each of which taken together will constitute one and the same document.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement on the date indicated below.



BRUCE K. PARKER, as the Personal Representative of the Estate of Pearl K. Parker

Dated: 9/10/07

APPROVED AS TO FORM AND CONTENT:



DENNIS E. W. O'CONNOR, JR.
Attorney for BRUCE K. PARKER

Dated: 9/10/07



THALIA WHITE-CHING

Dated: 9/17/07

APPROVED AS TO FORM AND CONTENT:



ROBERT G. KLEIN
Attorney for THALIA WHITE-CHING

Dated: 9/17/07

EXHIBIT 3

ITEM NO. C-1

REINWALD O'CONNOR & PLAYDON LLP
A Limited Liability Law Partnership

DENNIS E. W. O'CONNOR JR. 4084
Pacific Guardian Center, Makai Tower
733 Bishop Street, 24th Floor
Honolulu, Hawaii 96813
Phone: 524-8350

Attorneys for Plaintiff
BRUCE K. PARKER, Personal Representative
of the Estate of Pearl K. Parker

ST. CIRCUIT COURT
STATE OF HAWAII
FILED

VYU

2007 NOV 20 PM 3:34

[Handwritten Signature]
J. KUBO
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

BRUCE K. PARKER, as Personal
Representative of the Estate of Pearl K.
Parker,

Plaintiff,

vs.

THALIA WHITE-CHING;
DEPARTMENT OF HAWAIIAN
HOME LANDS, STATE OF HAWAII;
JOHN DOES 1-5; JANE DOES 1-5;
DOE CORPORATIONS 1-5; DOE
PARTNERSHIPS 1-5; ROE NON-
PROFIT ORGANIZATIONS 1-5; DOE
GOVERNMENTAL ENTITIES 1-5,

Defendants.

Civil No. 05-1-1585-09 GWBC
(Other Non-vehicle Tort)

STIPULATED ORDER REGARDING
IRREVOCABLE DESIGNATION OF
BRUCE K. PARKER AS
SUCCESSOR TO LEASE NO. 2877

2007 NOV 13 PM 4:08

FILED
ST. CIRCUIT COURT
STATE OF HAWAII
HONOLULU

STIPULATED ORDER REGARDING IRREVOCABLE DESIGNATION
OF BRUCE K. PARKER AS SUCCESSOR TO LEASE NO. 2877

Plaintiff BRUCE K. PARKER ("Parker"), Personal Representative of the Estate of Pearl K. Parker, and Defendant THALIA WHITE-CHING ("White-Ching"), hereby stipulate that the Court in this matter, as part of a settlement agreement allowing only Parker or his counsel to name the Designation Successor of Hawaiian Homelands Lease No. 2877, order White-Ching to designate Parker as the Designation Successor of Lease No. 2877. The Court further orders that said designation by White-Ching is irrevocable and that during her lifetime White-Ching cannot and will not designate any other designation successors to Lease No. 2877. Further, White-Ching has agreed to authorize Parker or his designee access to information filed with the Department of Hawaiian Homelands concerning Lease No. 2877 in conformity with Department of Hawaiian Homelands' rules and regulations.

DATED: Honolulu, Hawaii, NOV 17



DENNIS E. W. O'CONNOR JR.
Attorneys for Plaintiff
BRUCE K. PARKER, Personal Representative
of the Estate of Pearl K. Parker

Parker v. White-Ching, Civil No. 05-1-1585-09 GWBC; STIPULATED ORDER
REGARDING IRREVOCABLE DESIGNATION OF BRUCE K. PARKER AS
SUCCESSOR TO LEASE NO. 2877

R. Cataldo

ROBERT G. KLEIN, ESQ.
LISA W. CATALDO, ESQ.
LISA M. EZRA, ESQ.
Attorneys for Defendant
THALIA WHITE-CHING

APPROVED AND SO ORDERED:

Gary WB Prang

NOV 20 2007

JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM AND CONTENT:

Clayton L. Crowell

CLAYTON L. CROWELL, ESQ.
Attorney for Defendant
DEPARTMENT OF HAWAIIAN HOME LANDS,
STATE OF HAWAII

Parker v. White-Ching, Civil No. 05-1-1585-09 GWBC; STIPULATED ORDER
REGARDING IRREVOCABLE DESIGNATION OF BRUCE K. PARKER AS
SUCCESSOR TO LEASE NO. 2877

EXHIBIT 4

ITEM NO. C-1

DESIGNATION OF SUCCESSOR TO HILITE HOMESTEAD LEASEHOLD INTEREST

Part A. IDENTIFICATION OF LESSEE AND LEASEHOLD INTEREST

Lessee Name: Thalia White-Craig		SSN: 576-28-7602
Mailing Address: 2218 Tantalus Drive, Honolulu, Hawaii 96813		
Bus. Tel #:	Res. Tel #: (808) 585-2929	Cell #:
Lease No.: 2877	Lease Type: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Agricultural <input type="checkbox"/> Pastoral	
Lot No.: 126	Area: Kewalo	Island: Oahu
TMK: 2-5-021-017	Property Address: 2218 Tantalus Drive, Hon, HI 96813	

Part B1. DESIGNATION OF PRIMARY SUCCESSOR(S)

I name the following person(s) to succeed to my leasehold interest upon my death:

Name: Bruce K. Parker		
SSN:	Birthdate: 12/23/1950	Relationship: Nephew
Mailing Address: 1233 15th Avenue, Honolulu, Hawaii 96816		
Name:		
SSN:	Birthdate:	Relationship:
Mailing Address:		
Name:		
SSN:	Birthdate:	Relationship:
Mailing Address:		
Name:	DEPARTMENT OF LAND AND NATURAL RESOURCES	
SSN:	Birthdate:	Relationship:
Mailing Address:		

B2. TENANCY

If I have designated more than one person in Part B1 above, the tenancy shall be:

<input type="checkbox"/> JOINT TENANCY - Successors are entitled to equal undivided interests in the leasehold interest, with the right of survivorship.
<input type="checkbox"/> TENANCY BY THE ENTIRETY - Successors are husband and wife and are entitled to equal undivided interests in the leasehold interest, with the right of survivorship.
<input type="checkbox"/> TENANCY IN COMMON - Successors are entitled to separate and distinct interests which may or may not be of equal proportions, but with unity of possession. Each Successor will have the right to name the successor(s) to her/his interest.

Part C1. DESIGNATION OF ALTERNATE SUCCESSOR(S)

In the event none of the person(s) named in Part B chooses to succeed to my leasehold interest or, for any reason, is not able to qualify to succeed, I name the alternate person(s) below to succeed to my leasehold interest upon my death:

Name:		
SSN:	Birthdate:	Relationship:
Mailing Address:		
Name:		
SSN:	Birthdate:	Relationship:
Mailing Address:		
Name:		
SSN:	Birthdate:	Relationship:
Mailing Address:		
Name:		
SSN:	Birthdate:	Relationship:
Mailing Address:		

C2. TENANCY

If I have designated more than one person in Part C1 above, the tenancy shall be:

<input type="checkbox"/> JOINT TENANCY - Successors are entitled to equal undivided interests in the leasehold interest, with the right of survivorship.
<input type="checkbox"/> TENANCY BY THE ENTIRETY - Successors are husband and wife and are entitled to equal undivided interests in the leasehold interest, with the right of survivorship.
<input type="checkbox"/> TENANCY IN COMMON - Successors are entitled to separate and distinct interests which may or may not be of equal proportions, but with unity of possession. Each Successor will have the right to name the successor(s) to her/his interest.

Part D. DESIGNATION OF PERSON(S) TO RECEIVE NET PROCEEDS

Only a spouse and children who have less than 25% Hawaiian blood quantum may be named in Part D. This section will be applicable only if the person(s) named in Parts B1 and C1 choose(s) not to succeed or do not qualify to succeed.

Name:	% of Net Proceeds:
SSN:	Birthdate:
Relationship:	
Mailing Address:	
Name:	% of Net Proceeds:
SSN:	Birthdate:
Relationship:	
Mailing Address:	
Name:	% of Net Proceeds:
SSN:	Birthdate:
Relationship:	
Mailing Address:	
Name:	% of Net Proceeds:
SSN:	Birthdate:
Relationship:	
Mailing Address:	

ITEM NO. C-1

EXHIBIT 4

By my signature, I hereby revoke previous designations filed with and approved by DHHL and designate my successor(s) as noted above. Also, I understand that all designations are subject to verification of Hawaiian blood quantum.

Lhalia White Ching 12/11/07
Signature Date

LISA M. EZRA
Print Name of Witness

[Signature] 12/11/07
Signature of Witness Date

ROBERT G. KLEIN
Print Name of Witness

[Signature] 12/11/07
Signature of Witness Date

FOR OFFICIAL USE ONLY

Lessee Name (print)	Lease No.
Timestamp in this space.	
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; transform: rotate(-90deg); transform-origin: left top;"> RECEIVED 2008 JAN 15 PM 1:55 </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">DEPARTMENT OF HAWAIIAN HOME LANDS</p> <p style="text-align: center;">As custodian of records, I certify this to be a true and complete copy.</p> <p style="text-align: center;"><u>[Signature]</u> 2/25/08</p> <p style="text-align: center;">SIGNATURE DATE</p> </div> </div>	
Acknowledgement of completed D/S form and all necessary NHQ and marriage documents. DHHL Staff Signature:	Date
DHHL Chairman's or Designee's Signature:	1/27/08
Date Hawaiian Homes Commission Ratified:	2/26/08

Section 209 of the Hawaiian Homes Commission Act, 1920, as amended (Act), sets forth the requirements for designation of successors as well as the requirements for the designation of net proceeds. The Act requires the designation to be filed with and approved by the Department of Hawaiian Home Lands (DHHL) prior to the lessee's death. Therefore, it is very important that a lessee file with DHHL a designation of whom they want to succeed to the homestead leasehold interest or succeed to the net proceeds.

PERSONS THAT MAY BE NAMED AS SUCCESSORS IN PART B AND PART C

The Act provides that the lessee may name as his or her successor(s) the following relatives of the lessee who are

- 1) at least one-quarter Hawaiian – husband, wife, children, grandchildren, brothers, and sisters; and
- 2) native Hawaiian or at least one-half Hawaiian – father, mother, widows and widowers of the children, widows and widowers of the brothers and sisters, nieces and nephews.

TENANCY

Tenants-in-Common is presumed if no selection of tenancy is made.

PERSONS THAT MAY BE NAMED TO RECEIVE THE NET PROCEEDS IN PART D

The Act provides the lessee to name ONLY SPOUSE AND CHILDREN that are LESS THAN 25% Hawaiian to receive the net proceeds. DHHL shall appraise the value of all the improvements and growing crops, or improvements and aquacultural stock, as the case may be, and pay the nonqualified spouse or the nonqualified children the appraised value less any indebtedness - whether to DHHL, for taxes, or for any other indebtedness which has been assured by DHHL - owed by the deceased lessee or the previous lessee. Each person named in Part D will receive an equal portion of the net proceeds, unless otherwise specified in the designation.

If a lessee dies without designating either a successor to the leasehold interest or a successor to the net proceeds, the leasehold interest shall succeed to only the qualified relatives of the decedent as follows:

- (1) to the husband or wife who is at least 25% Hawaiian; or
- (2) If there is no husband or wife, then to the children who are at least 25% Hawaiian; or
- (3) If there is no husband, wife or child, then to the grandchildren who are at least 25% Hawaiian; or
- (4) If there is no husband, wife, child or grandchild, then to the brothers or sisters who are at least 25% Hawaiian; or
- (5) If there is no husband, wife, child, grandchild, brother, or sister; then from the following relatives of the lessee who are at least 50% Hawaiian: father and mother, widows or widowers of the children, widows or widowers of brothers and sisters, or nieces and nephews.

EXHIBIT 5

ITEM NO.C-1

CERTIFICATE OF DEATH

STATE OF HAWAII
DEPARTMENT OF HEALTH



CERTIFICATE NO. **151 2011 - 009639**

Name of Decedent

BRUCE KERR PONIAULANI PARKER

City, Town or Location of Death

HONOLULU

County of Death

HONOLULU

Island of Death

OAHU

Actual or Presumed Date of Death

December 20, 2011

Actual or Presumed Time of Death

1:12 AM

Date of Birth

December 23, 1950

Age at Death

60 YEAR(s)

Sex

MALE

Race

Hawaiian/ Caucasian

Citizenship

USA

Ever in Armed Forces?

NO

Social Security Number

575-58-8448

Marital Status

MARRIED

Surviving Spouse (If Wife, Name Prior to First Marriage)

Lisa Lou Puakeonaona Roberts

Father's Name

John Parker

Mother's Name (Prior to First Marriage)

Pearl Kaleianuenu White

Disposition

CREMATION

Cemetery/Crematory: HAWAII CREMATORIES

Date January 16, 2012

Location: HONOLULU, HAWAII 96817

Permit # 63173

Funeral Home: BORTHWICK MORTUARY

Certifier T. Scott Gallacher PRIVATE PHYSICIAN

Date Certified: December 27, 2011

Original Date Certified: December 27, 2011

Date Pronounced Dead: December 20, 2011

Time Pronounced Dead: 1:12 AM

Cause of Death

- a. CARDIAC ARREST (PULSELESS ELECTRICAL ACTIVITY) Interval:Minutes
- b. SEVERE REFRACTORY HYPOXEMIC RESPIRATORY FAILURE Interval:Hours
- c. PULMONARY HYPERTENSION WITH RIGHT HEART FAILURE Interval:Weeks-Months

Part II: UPPER EXTREMITIES DEEP VENOUS THROMBOSES, ACUTE KIDNEY DYSFUNCTION, SEPTIC SHOCK AS A RESULT OF LOWER EXTREMITY CELLULITIS, RHEUMATOID ARTHRITIS, AND GOUT

Manner of Death: NATURAL CAUSES

ITEM NO. C-1
EXHIBIT 5

Date Filed by State Registrar: December 29, 2011

OHSM 1 2 (Rev 10/08)

This copy serves as prima facie evidence of the fact of death in any court proceeding. [HRS 338-13(b), 338-19]

1173894

ANY ALTERATIONS INVALIDATE THIS CERTIFICATE

EXHIBIT 6

ITEM NO. C-1

DEPARTMENT OF HAWAIIAN HOME LANDS
 RULU OHANA (HPL Form 835 Rev. 04/2007)

Prepared By: Lisa Parker
 Date: March 20, 2021
 File Name: Kamuela Parker

3. Bruce Kerr Pontautani
 Father: Parker
 Siblings: 538
 BOD: 12/23/50
 BOP: Honolulu
 DOD: 151-1950-013409
 MC: 1551-36655

4. John Parker, aka John Manuel
 Mother (aka "Sunny")
 Change of Name to John Parker
 Father (aka "Dad")
 Siblings: 508
 BOD: 5/19/22
 BOP: Hon., HI
 DOD: 9/16/85
 MC: 216-4848

5. Pearl Kalaianuene White
 Mother (aka "Dad")
 Siblings: 56, 258
 BOD: 04/27/22
 BOP: Hon., HI
 DOD: 08/05/08
 MC: 95-49548

6. John Manuel, Jr.
 Father (aka "Dad") Siblings: 508
 BOD: 5/14/1904
 BOP: Waianae, HI
 DOD: 9/04/1952
 MC: 151-4020

7. Alice Parker, aka
 Rose Keaka
 Mother (aka "Dad") Siblings: 508
 BOD: 7/28/1893
 BOP: Hon., HI
 DOD: 3/14/1963

8. Samuel Leialoha White
 Father (aka "Dad") Siblings: 52, 58
 BOD: 5/23/1886
 BOP: Hilo, HI
 DOD: 5/11/1982

9. Emma Kailikauwila Kerr
 Mother (aka "Dad") Siblings: 508
 BOD: 3/27/1890
 BOP: Waiuku, Maui
 DOD: 5/18/1950

10. James Roberts, aka James
 aka Robert Kaopuki Von Oelhoffen
 Father (aka "Dad") Siblings: 258
 BOD: 1874
 BOP: Kohala, HI
 DOD: 1915

11. Elisabeth Kamakahuilani Kaopuki
 Mother (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

12. Thomas Mahtinallina Kelli
 Father (aka "Dad") Siblings: 1008
 BOD: 06/03/1881
 BOP: Honokaa, Kohala, HI
 DOD: 10/18/1947

13. Kapulehua Ah-Lo
 Mother (aka "Dad") Siblings: 508
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

14. John Manuel, Sr.
 Mother (aka "Dad") Siblings: 508
 BOD: 1883
 BOP: Hon., HI
 DOD: 1876

15. William Parker
 Father (aka "Dad") Siblings: 1008
 BOD: 1882
 BOP: Hon., HI
 DOD: 8/01/1943

16. William Kahue Punohu White
 Father (aka "Dad") Siblings: 758
 BOD: 8/06/1849
 BOP: Lanai, HI
 DOD: 12/20/1925

17. Esther Apuna Akins Maui
 Mother (aka "Dad") Siblings: 508
 BOD: 10/24/1859
 BOP: Hon., HI
 DOD: 8/01/1943

18. John Vail Kerr
 Father (aka "Dad") Siblings: 1008
 BOD: 6/22/1835
 BOP: Maui
 DOD: 12/20/1926

19. Baron Robert Von Oelhoffen
 Father (aka "Dad") Siblings: 1008
 BOD: 10/13/1858
 BOP: Waiuku, HI
 DOD: 6/27/1935

20. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

21. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

22. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

23. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

24. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

25. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

26. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

27. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

28. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

29. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

30. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

31. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

32. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

33. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

34. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

35. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

36. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

37. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

38. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

39. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

40. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

41. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

42. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

43. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

44. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

45. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

46. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

47. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

48. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

49. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

50. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

51. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

52. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

53. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

54. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

55. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

56. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

57. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

58. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

59. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

60. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

61. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

62. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

63. Ah-Lo
 Father (aka "Dad") Siblings: 1008
 BOD: 5/11/1891
 BOP: Hon., HI
 DOD: 5/28/1938

64. Kamai Ah-Lo
 Mother (aka "Dad") Siblings: 1008
 BOD: 5/28/1938
 BOP: Hon., HI
 DOD: 5/28/1938

65. Daniel Kaopuki Kaluaopule
 Father (aka "Dad") Siblings: 1008
 BOD: 12/18/1881
 BOP: Lanai, HI
 DOD: 01/05/1934

66. Peter Kelli Waiwalele
 Father (aka "Dad") Siblings: 1008
 BOD: 1857
 BOP: Lanai, HI
 DOD: 12/15/1906

67. Nawathine Kamaka Maui
 Mother (aka "Dad") Siblings: 1008
 BOD: 10/18/1947
 BOP: Maui
 DOD: 12/15/1906

MC: 1551-36655
 DC: 151-4020

EXHIBIT 7

ITEM NO. C-1

DEPARTMENT OF HAWAIIAN HOME LANDS

KUMU OHANA

SOURCE OF INFORMATION

Birth Certificates

1 Lisa Lou P. Roberts

Applicant 68%
 %Hawn. 32%
 %Others 6-30-51
 Birthdate Honolulu
 Birthplace Legal Secretary
 Occupation

2 Robert Kaopuiki Roberts

Father 63%
 %Hawn. 37%
 %Others 2/13/13
 Birthdate Lahaina, Maui
 Birthplace
 Died
 Occupation Retired
 Source of Info

4 James Roberts aka James

Father's Father von Oelhoffin 25%
 %Hawn. 75%
 %Others
 Birthdate Hawaii
 Birthplace
 Died
 Occupation
 Source of Info

5 Elizabeth Kamakahukilani

Father's Mother Kaopuiki 100%
 %Hawn.
 %Others
 Birthdate
 Birthplace
 Died
 Occupation
 Source of Info

6 Thomas Kelli

Mother's Father 100%
 %Hawn.
 %Others
 Birthdate Hawaii
 Birthplace
 Died
 Occupation
 Source of Info

7 Kapualehua Ahlo

Mother's Mother 50%
 %Hawn. 50%
 %Others
 Birthdate Honolulu
 Birthplace
 Died

8 Great Grandfather
 %Hawn.
 %Others
 Source of Info

9 Great Grandmother
 %Hawn.
 %Others
 Source of Info

10 Great Grandfather
 %Hawn.
 %Others
 Source of Info

11 Great Grandmother
 %Hawn.
 %Others
 Source of Info

12 Great Grandfather
 %Hawn.
 %Others
 Source of Info

13 Great Grandmother
 %Hawn.
 %Others
 Source of Info

14 Great Grandfather
 %Hawn.
 %Others
 Source of Info

15 Great Grandmother
 %Hawn.
 %Others
 Source of Info

21 Great Grandfather
 %Hawn.
 %Others
 Source of Info

22 Great Grandmother
 %Hawn.
 %Others
 Source of Info

30 Great Grandfather
 %Hawn.
 %Others
 Source of Info

31 Great Grandmother
 %Hawn.
 %Others
 Source of Info

EXHIBIT 8

ITEM NO. C-1

LAST WILL AND TESTAMENT
OF
BRUCE KERR PONIAULANI PARKER

KNOW ALL MEN BY THESE PRESENTS:

That I, BRUCE KERR PONIAULANI PARKER, of Honolulu, City and County of Honolulu, State of Hawaii, where I am domiciled, being of sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all former wills and codicils by me heretofore made:

FIRST: I direct my Personal Representative to pay all my legal obligations, funeral and testamentary expenses. In the event any of my debts are secured by mortgage, deed of trust, contract of conditional sale or similar encumbrance on property owned or possessed by me at the time of my death, I direct that the total amount of such debt not be paid by my Personal Representative but that such property pass to the beneficiaries designated hereunder, subject to such encumbrance. My Personal Representative is authorized, however, to make any installment payments on any such debt as they become due during the period of administration.

SECOND: I direct my Personal Representative to pay out of my estate all legacy, transfer, inheritance, estate or succession taxes, State or Federal, which may be payable in


BRUCE KERR PONIAULANI PARKER

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respect to my estate, including such taxes on all insurance policies payable to beneficiaries other than my estate and property jointly owned by me and any other person, or which may be payable in respect to all legacies and devises made in this Will and any Codicil hereto, and my estate is hereby charged with the payment thereof, and I hereby waive on behalf of my estate any right to recover from any person, including any beneficiaries of insurance on my life, any part of such taxes so paid.

THIRD: I am married to LISA LOU PUAKEONAONA PARKER, who is the person referred to herein as "my spouse". I have two children: KAPUALEHUA MAHINAKAULOA KERR PARKER and KAMUELA PONIAULANI von OELHOFFEN PARKER.

FOURTH: I give, devise and appoint all of the rest, residue and remainder of my estate, real, personal or mixed, wheresoever situate and of every kind or nature, and any property over which I may possess any power of appointment by Will or otherwise, hereinafter called my "residuary estate", to my spouse, LISA LOU PUAKEONAONA PARKER, absolutely, if she shall survive me. If my said spouse shall predecease me, then I give, devise and appoint my residuary estate, in equal shares, to my children, KAPUALEHUA MAHINAKAULOA KERR PARKER and KAMUELA PONIAULANI von OELHOFFEN PARKER, or to the surviving lawful issue of any


BRUCE KERR PONIAULANI PARKER

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of them who shall have predeceased me, said issue to take per stirpes and not per capita.

FIFTH: If any legatee, devisee, appointee or beneficiary under this Last Will and Testament shall die within thirty (30) days after my death, he or she shall be deemed to have predeceased me.

SIXTH: I authorize and empower my Personal Representative to mortgage, sell and convert into cash all real property belonging to my estate, and I direct that such sale and conversion may be made at public or private sale without the approval, consent or authority of any court or courts, and I authorize my Personal Representative to deliver such deeds, bills of sale and other instruments of conveyance as may be necessary to carry any sale into effect, and no purchaser shall be required to see to the application of the purchase money, and my Personal Representative may give good and valid receipts, releases and discharges therefor, and my Personal Representative shall have full discretion as to the time or times, terms and manner of any such sale or sales.

SEVENTH: In the event that either of my said children KAPUALEHUA MAHINAKAULOA KERR PARKER and KAMUELA PONIAULANI von OELHOFFEN PARKER shall be a minor at the time of my death, and my said spouse shall not survive me, then I


BRUCE KERR PONIAULANI PARKER

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name and appoint LEE KAPUA ROBERTS as Guardian of the person and of the estate of my said children, to serve as such Guardian, without bond, until my said children attain majority. In the event said LEE KAPUA ROBERTS is unable or unwilling, for any reason, to serve as Guardian of the person and of the estate of my said children, then I name and appoint REDGE KAOPUIKI ROBERTS and LINDA LOUISE ROBERTS as Co-Guardians of the person and of the estate of my said children, to serve as such Co-Guardians, without bond, until my said children attain majority.

EIGHTH: I nominate and appoint LISA LOU PUAKEONAONA PARKER, to serve as my Personal Representative, and I direct that she shall serve as such Personal Representative without bond. In the event said LISA LOU PUAKEONAONA PARKER is unable or unwilling, for any reason, to serve as Personal Representative hereunder, I hereby nominate and appoint REDGE KAOPUIKI ROBERTS to serve as my Personal Representative without bond.

IN WITNESS WHEREOF, I have hereunto and to the three (3) preceding pages hereof set my hand at Honolulu, Hawaii, this 12 day of April, 1990.


BRUCE KERR PONIAULANI PARKER

Signed, published and declared by the said BRUCE KERR PONIAULANI PARKER, as and for his Last Will and Testament, in the presence of us, all being present at the same time, who at his request, in his presence, and in the presence of each other have hereunto signed our names as witnesses this 12th day of April, 1990, and we certify that the said BRUCE KERR PONIAULANI PARKER is, in our opinion and belief, of sound and disposing mind and memory.

Ellen L. Sham

WITNESS

[Signature]
WITNESS

3324 Keolopua Dr Honolulu HI 96817

ADDRESS

84-410 Makaha Hwy Rd. Wahiawa HI 96791

ADDRESS

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

We, BRUCE KERR PONIAULANI PARKER,
Ellen L. Sham and Fred Y. Abe, the
testator and the witnesses, respectively, whose names are
signed to the attached or foregoing instrument, being first
duly sworn, do hereby declare to the undersigned authority
that the testator signed and executed the instrument as his
last will, and that he signed willingly or directed another
to sign for him, and that he executed it as his free and
voluntary act for the purposes herein expressed; and that
each of the witnesses, in the presence and hearing of the
testator, signed the will as witness; and that to the best of
their knowledge the testator was at that time eighteen or
more years of age, of sound mind and under no constraint or
undue influence.

Bruce Kerr Poniaulani Parker
BRUCE KERR PONIAULANI PARKER

Ellen L. Sham
Witness

[Signature]
Witness

Subscribed, sworn to and acknowledged before me by
BRUCE KERR PONIAULANI PARKER, the testator, and subscribed
and sworn to before me by Ellen L. Sham and
Fred Y. Abe, witnesses, this 12th day of
April, 1990.

Cynthia Shimizu
Notary Public, State of Hawaii

My commission expires: 8-18-90