ERIC A. SEITZ ATTORNEY AT LAW A LAW CORPORATION

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Attorneys for Plaintiff Zurishaddai C. Aki

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI'I

ZURISHADDAI C. AKI,) CIVIL NO
) (Other Civil Action)
Plaintiff,)
)
VS.) COMPLAINT FOR DAMAGES;
) SUMMONS
OFFICE OF HAWAIIAN AFFAIRS,)
STACY KEALOHALANI FERREIRA,)
Chief Executive Officer for the Office of)
Hawaiian Affairs, CASEY BROWN,)
former Chief Operating Officer of the)
Office of Hawaiian Affairs,)
KE'ŌPŪLAULANI REELITZ, Director)
of Advocacy for the Office of Hawaiian)
Affairs, JOHN and/or JANE DOES 1-15;)
DOE ENTITIES 1-5,)
)
Defendants.)

COMPLAINT FOR DAMAGES

Plaintiff ZURISHADDAI C. AKI, by and through his undersigned counsel, alleges as follows:

INTRODUCTION

- 1. In this action, Plaintiff Zurishaddai K. Aki seeks redress for violations of the Hawai'i Whistleblower Protection Act, codified in HAW. REV. STAT. § 378-61, *inter alia*, wrongful termination, breach of contract, defamation, and negligent infliction of emotional distress.
- 2. In a misguided attempt to cover up corrupt and unlawful practices, the Defendants Office of Hawaiian Affairs, Stacy Kealohalani Ferreira, Casey Brown, Keʻōpūlaulani Reelitz, and John and/or Jane Does, wrongfully discharged Plaintiff Zurishaddai C. Aki in violation of the Hawaiʻi Whistleblower Protection Act, public policy, and in breach of his employment contract.
- 3. Defendants Office of Hawaiian Affairs, Stacy Kealohalani Ferreira, Casey Brown, Keʻōpūlaulani Reelitz, and John and/or Jane Does also defamed Plaintiff Zurishaddai C. Aki by knowingly making false statements about him to harm his reputation in the community.

PARTIES

- 4. Plaintiff ZURISHADDAI C. AKI ("Plaintiff") is and has been a resident of the City and County of Honolulu, State of Hawai'i, and was employed as a Public Policy Advocate for Defendant Office of Hawaiian Affairs.
- 5. Defendant OFFICE OF HAWAIIAN AFFAIRS ("OHA") is a semi-autonomous agency of the State of Hawai'i created by Article XII §§5-6 of the Hawai'i Constitution.
- 6. Defendant STACY KEALOHALANI FERREIRA ("FERREIRA") is and has been a resident of the City and County of Honolulu, State of Hawai'i, and was the Chief Executive

Officer ("CEO") of Defendant OHA, at all times pertinent hereto. Defendant Ferreira is sued herein in her official and individual capacities.

- 7. Defendant CASEY BROWN ("BROWN") is and has been a resident of the City and County of Honolulu, State of Hawai'i, and was the Chief Operating Officer of Defendant OHA, at all times pertinent hereto. Defendant BROWN is sued herein in his official and individual capacities.
- 8. Defendant KE'ŌPŪLAULANI REELITZ ("REELITZ") is and has been a resident and citizen of the City and County of Honolulu, State of Hawai'i, and was employed as the Director of the Advocacy Division at Defendant OHA, at all times pertinent hereto. Defendant REELITZ is sued herein in her official and individual capacities.
- 9. JANE and/or JOHN DOES 1-5 ("DOE DEFENDANTS") are individuals whose true identities and capacities are as yet unknown to Plaintiff and his counsel, despite diligent inquiry and investigation, and who are responsible in some manner for Plaintiff's claims as set forth herein. The true names and capacities of DOE DEFENDANTS shall be substituted as they become known to Plaintiff and his counsel. Plaintiff is informed and believes, and thereupon alleges, that at all times herein mentioned, DOE DEFENDANTS were the officers, managers, agents, servants, and/or employees of each of the named Defendants and/or Doe Defendants, and were acting with the permission and consent of Defendant OHA and the individually named defendants within the course and scope of said agency and employment. For purposes of this Complaint, Defendant OHA's policymakers, administrators, and/or persons with supervisory or decision-making authority regarding the issues that are the subject of this Complaint are designated as DOES 1-5. DOES 6-10 are Defendant OHA employees without supervisory or decision-making authority, including but not limited to: Defendant OHA administrators and Defendant OHA

employees. DOES 11-15 are all other persons who may be liable on the Complaint but who have not yet been discovered and named. All DOE DEFENDANTS are sued herein in both their individual and representative capacities.

JURISDICTION AND VENUE

- 10. This Court has jurisdiction over this matter pursuant to Haw. Rev. Stat. §§ 634-35, 661-1, 662-3, *inter alia*.
- 11. Venue is proper in this Circuit under Haw. Rev. Stat. § 603-36(5) since substantial acts and omissions giving rise to the claims occurred in this Circuit.

I. FACTUAL ALLEGATIONS

- 12. In or around November 2016, Plaintiff began his employment with Defendant OHA.
- 13. In or around September 2022, Plaintiff began his position as the Public Policy Manager for Defendant OHA.
- 14. Plaintiff consistently received positive performance evaluations while employed at Defendant OHA.
- 15. During his employment at Defendant OHA, Plaintiff reported directly to Defendant REELITZ.
 - 16. Defendant OHA compensated Plaintiff with an annual salary of \$83,000.00
- 17. Plaintiff was provided the Employee Handbook of Defendant OHA, which states in relevant part:

OHA adheres to all applicable federal, state and county laws. Employees are encouraged to immediately report observations of OHA's violation of any law, or a violation of any state, county or federal contract. The report should be made to the employee's supervisor, Director, Human Resources Manager, the Ka Pou Nui or

the Ka Pouhana so that OHA may investigate and correct the situation.

OHA prohibits retaliation against an employee because they (or a person on their behalf) report or are about to report to OHA or to a federal, state, or county governmental agency, or a violation or a suspected violation of any law, or a violation of a state, county, or federal contract. OHA further prohibits retaliation against an employee who is requested by the government to participate in an investigation, hearing or inquiry held by a public body or in a court action.

Knowingly submitting false reports, however, shall not be tolerated by OHA.

- 18. On December 3, 2023, Defendant FERREIRA emailed Defendant REELITZ requesting testimony regarding East Maui Revocable Permits for Defendant OHA Maui Trustee Carmen Hulu Lindsey ("Trustee Lindsey") to be presented by Trustee Lindsey at a December 8, 2023, meeting of the Hawai'i State Land Board.
- 19. In her December 3, 2023, email Defendant FERREIRA requested that Defendant REELITZ determine what Defendant OHA's position had been and draft the testimony accordingly.
- 20. On December 3, 2023, Defendant REELITZ forwarded the December 3, 2023, email from Defendant FERREIRA to Plaintiff and requested that they meet on December 4, 2023, to discuss the matter further.
- 21. On December 3, 2023, Plaintiff emailed Defendant REELITZ raising concerns that developing testimony would require additional information from the OHA Compliance department, and developing any position based on Defendant FERREIRA's request would require presentation to the Defendant OHA Board of Trustees.

- 22. In his December 3, 2023, email, Plaintiff stated that "[Revocable Permits]" should be addressed as a coordinated effort between Compliance Enforcement and OHA Legal Counsel due to the likelihood that a portion of the income and proceeds go to OHA. Please advise."
- 23. Defendant REELITZ replied to Plaintiff's December 3, 2023, email reiterating the arrangement to meet on December 4, 2023, to discuss further.
- 24. On Monday, December 4, 2023, Plaintiff met with Defendant REELITZ and former Public Policy Advocate for Defendant OHA Grant Nakaya ("Mr. Nakaya"), at which time Plaintiff and Mr. Nakaya both stated concerns about drafting testimony for Ms. Lindsey.
- 25. On December 7, 2023, Plaintiff emailed his concerns to Defendant BROWN about drafting testimony for Ms. Lindsey and his communication with Defendant REELITZ.
 - 26. In his December 7, 2023, email, Plaintiff reiterated his following concerns:
 - a. Revocable permits are a Compliance issue because they deal with complying with contractual terms and conditions;
 - OHA gets a portion of the proceeds and income from this revocable permit, so it's a very sensitive issue;
 - Public Policy doesn't have the institutional knowledge on this 319-page submittal
 and would have to dive into it, potentially forsaking all the other work we have to
 do;
 - d. This is the last [Board of Land and Natural Resources ("BLNR"] agenda for the year and we have a mountain of other agenda items to testify on;
 - e. Legal Counsel needs to be consulted if we draft testimony speaking to the terms of the contract because we would have Chair delivering testimony, essentially

- policymaking on the contractual terms without prior [Board of Trustees ("BOT")] approval.
- 27. In his December 7, 2023, email, Plaintiff informed Defendant BROWN that there was to be a second meeting with Defendant REELITZ and other staff from Defendant OHA to discuss the requested testimony.
 - 28. During this second meeting with Defendant REELITZ, Plaintiff:
 - a. reiterated the need to be very careful with the testimony itself, lest we be giving
 [Ms. Lindsey] a script that will open her up to scrutiny before the BLNR, and
 potentially breach her fiduciary duty; [and]
 - b. offered that [Defendant OHA] would not speak to the terms of the
 permit/contract, but use the testimony to promote established BOT policy and this
 would be the safest play it was agreed upon.
- 29. On Tuesday, December 5, 2023, Plaintiff delivered the testimony he drafted via Microsoft Teams ("Teams") to Defendant REELITZ and included Mr. Nakaya and KAMAKANA in his Teams chat.
- 30. Defendant REELITZ made two (2) recommended amendments, which included a discussion on the terms of the [revocable permit], even though it was previously agreed upon that it should not be done.
- 31. Defendant REELITZ's offered amendment was: "Recognition/discussion of the revocable permit being a significant reduction in water usage. It would be good if we identified how much less water (by whatever metric makes the most sense), that would be great."
- 32. Plaintiff responded to Defendant REELITZ's amendment by expressing his concerns again about speaking to the terms of a contract without prior BOT approval on those

specific terms and stated: "Not sure if we can make a specific ask here without this dipping into the terms of the [revocable permit] itself — which pulls our testimony into the legal aspect of the contract."

- 33. Defendant REELITZ pressed Plaintiff to make the amendment.
- 34. Plaintiff was not comfortable addressing the terms of the revocable permit and felt that OHA's Compliance staff would be better suited to fulfill Defendant REELITZ's request.
- 35. Plaintiff replied in the Teams chat: "I also have written many testimonies specifically for [the] Chair. Each time I have, I have ensured that I am not giving her a script that will have her violating her fiduciary duty. If such a testimony would not then I would want Legal Counsel to make that clear for the protection of myself and my staff."
- 36. On Tuesday, December 5, 2023, OHA staff members expressed their concerns to Plaintiff that his concerns were being disregarded.
- 37. On December 5, 2023, Plaintiff emailed Defendant REELITZ to schedule a meeting with the Public Policy or Advocacy team of Defendant OHA to discuss their concerns about drafting testimony for Ms. Lindsey and the fact that their concerns apparently were being disregarded by Defendant REELITZ.
- 38. On December 6, 2023, Plaintiff met with Defendant REELITZ, at which time, Defendant REELITZ stated that Plaintiff's legal concerns with the testimony for Ms. Lindsey were not valid, and raised her voice at Plaintiff, growled at Plaintiff, and pulled her own hair.
- 39. Defendant REELITZ also made false statements to infer that Plaintiff was incompetent.
- 40. During the December 6, 2023, meeting, Plaintiff told Defendant REELITZ that he repeatedly asked legal counsel for Defendant OHA to weigh in, and if legal counsel said, "We

find no problem with that," Plaintiff would feel safe amending testimony as Defendant REELITZ advised.

- 41. On December 9, 2023, Plaintiff sent an email to various staff at Defendant OHA congratulating the individuals for their assistance with Public Policy over the past year.
- 42. On December 9, 2023, Defendant REELITZ emailed Plaintiff, directing him not to send legislative strategy emails outside of Defendant OHA's Advocacy department without her review and approval.
- 43. On December 9, 2023, Plaintiff responded to Defendant REELITZ's email explaining that he did not think his email involved legislative strategy and was merely congratulating the other teams of Defendant OHA for their contribution to the Public Policy department.
- 44. According to the Public Policy Manager job description, Plaintiff's December 9, 2023, email was well within his essential functions and responsibilities.
- 45. On December 9, 2023, Plaintiff emailed a complaint to Defendant OHA's HR Department pursuant to the "Complaint Procedure" outlined in the Employment Handbook of Defendant OHA, regarding Defendant REELITZ's threatening and intimidating behavior towards him.
- 46. In his December 9, 2023, complaint Plaintiff stated that Defendant REELITZ engaged in the following conduct:
 - a. Pulled her hair and growled at [Plaintiff] for asking a question;
 - b. Scowled at [Plaintiff] and shakingly seethed with so much anger that [Plaintiff]
 feared [Defendant REELITZ] would become violent;
 - c. Yelled at [Plaintiff] so loud that other staff could hear;

- d. Repeatedly engaged in retaliatory intimidation and harassment by:
 - i. Unnecessarily restricting [Plaintiff's] work;
 - ii. Lambasting [Plaintiff] for doing [his] work;
 - iii. Making [Plaintiff's] work/job so difficult that [he] frequentlycontemplated resignation constructive discharge;
 - iv. Patronizing [Plaintiff], making [Plaintiff] feel inferior and incompetent ("less-than");
 - v. Audibly sighing and overtly [appearing] annoyed and irritated with [Plaintiff] and when [Plaintiff speak] with her;
 - vi. Being dismissive of [Plaintiff's] concerns and [Plaintiff's] expertise.
- 47. Plaintiff informed Defendant OHA's HR Department that Defendant REELITZ's behavior unreasonably interfered with his work performance and caused the workplace environment to feel intimidating, uninviting, and toxic.
- 48. Plaintiff informed Defendant OHA's HR Department that he felt depressed and mentally exhausted, which led to a loss of appetite and worsening physical and mental health conditions.
- 49. Plaintiff informed Defendant OHA's HR Department that he could not perform his job without worrying that Defendant REELITZ would engage in threatening and/or intimidating behavior towards him.
- 50. Plaintiff is informed and believes, and thereupon alleges that Defendants did not comply with the Defendant OHA's Employee Handbook, which states, "Once a discrimination, harassment[,] or retaliation complaint or report is received, OHA will conduct a thorough investigation into all of the surrounding circumstances."

- 51. Defendant OHA has a past practice of creating its legislative package bill development ("legislative package) for the next legislative session.
- 52. As part of this practice, Defendant OHA's Public Policy Advocates would reach out to the community to identify policy priorities that could be addressed through legislation.
- 53. Defendant OHA would then deliver a promotional package to legislators during the Opening Day of the Legislative Session ("Legislative Session Opening Day") consisting of Defendant OHA's Annual Budget Report, a report highlighting Defendant OHA's achievements, the latest edition of the Ka Wai Ola (Defendant OHA's news publication), and promotional items.
- 54. As part of Plaintiff's job duties, he was tasked with developing Defendant OHA's promotional package for the Legislative Session Opening Day.
- 55. Plaintiff and his Public Policy team determined that the theme for the 2024 legislative package would be focused on Intellectual/Developmental Disabilities ("I/DD") and Rural Resilience.
- 56. As part of the 2024 legislative package, the Public Policy team created a working group of subject matter experts on I/DD.
- 57. The working group initiated a project that connected a rural community artist specializing in pottery with members of the I/DD community.
- 58. The Public Policy team decided that the ceramic cups created by the I/DD members could be included in the 2024 legislative package as part of its promotional items, representing the I/DD members of the Native Hawaiian community.
- 59. Plaintiff's efforts to obtain approval to include the budget necessary for the ceramic cups were occurring while he was also in the process of presenting his ethical concerns to Defendant REELITZ about how to draft testimony for Ms. Lindsey.

- 60. Moreover, Plaintiff's efforts to secure procurement for the ceramic cups before the 2024 legislative session were impeded due to ongoing staff shortages responsible for the procurement process, as well as other administrative staff being reassigned or on vacation during the holiday season.
- 61. Defendant OHA's only Financial Services division staff member with authority to approve a Budget Adjustment Request Form ("BARF") sent an office-wide email that she would be on vacation until the New Year, and the deadline to submit a BARF for consideration was December 12, 2023.
- 62. As such, Plaintiff asked Defendant REELITZ to approve his BARF request, which included the cost of the ceramic cups.
- 63. Defendant REELITZ advised Plaintiff to discuss the request with the Ethics Commission, and Plaintiff did so.
- 64. Plaintiff had two (2) conversations with an Ethics Commission staff attorney who advised that the ceramic cups should be considered as a gift to "play it safe."
- 65. Plaintiff reported the Ethics Commission's determination to Defendant REELITZ, who then informed Plaintiff that she would discuss the matter with Defendant BROWN.
- 66. Plaintiff also informed Defendant REELITZ that she could deny the request for ceramic cups.
- 67. Plaintiff also sought alternatives to promote the discussion of the I/DD community through the ceramic cup artwork by developing partnerships with various Native Hawaiian-serving non-profit organizations, which could take the lead in promoting the ceramic cups.

- 68. Defendants made false and defamatory statements against Plaintiff regarding the procurement of ceramic cups, falsely claiming he had done so without approval and therefore committed misconduct.
- 69. On or about December 18, 2023, Plaintiff's employment with Defendant OHA was terminated allegedly based on misconduct as follows: 1) Plaintiff failed to observe the highest standards of ethical and legal conduct in the performance of his job; and 2) Plaintiff was "dishonest" and "misrepresented advice."
- 70. Plaintiff applied for unemployment insurance with the State of Hawai'i, Unemployment Insurance Division ("UID").
- 71. Defendant OHA opposed Plaintiff UID's application, stating his termination was for cause.
- 72. On or around March 15, 2024, the UID denied Plaintiff from receiving unemployment benefits "beginning 12/17/2023 and continuing until [Plaintiff was] paid wages in covered employment equal to not less than five (5) times your weekly benefit amount after 12/24/2023" pursuant to HAW. REV. STAT. § 383-30(2).
 - 73. The March 15, 2024, UI Denial stated:

"The employer states that you were discharged for failing to adhere to the State Ethics Code relating to the procurement of artwork sought to be paid for with funds from the Office of Hawaiian Affairs. You state that you would pay for the artwork out of pocket and reimburse yourself at a later date although you were advised by your supervisor that the purchase was not authorized. Based on the available information, your actions constitute a willful and deliberate disregard of the employer's interest. You were discharged for misconduct connected with work."

74. On or around March 21, 2024, Plaintiff filed an appeal of the March 15, 2024, UI Denial with the State of Hawai'i Department of Labor and Industrial Relations Employment

Security Appeals Referees' Office ("ESARO") to the First Circuit Court of the State of Hawai'i in Civil No. 1CCV-24-0000718, *Zurishaddai C. Aki vs. Employment Security Appeals Referees' Office, et al.* ("Agency Appeal").

- 75. On April 29, 2024, ESARO issued a decision determining that Plaintiff committed misconduct and affirmed the denial of UID.
- 76. Plaintiff appealed the April 29, 2024, ESARO Decision to the First Circuit Court of the State of Hawai'i.
- 77. On April 22, 2025, a hearing on Plaintiff's appeal was held before the Honorable John M. Tonaki of the First Circuit Court of the State of Hawai'i.
- 78. On or around May 13, 2025, the Court issued an ORDER REVERSING EMPLOYMENT SECURITY APPEALS REFEREES' OFFICE DECISION IN THE MATTER OF: 2400703, holding then that the denial of the UID benefits was improper.

I. <u>FIRST CAUSE OF ACTION</u> (HAW. REV. STAT. §378-62 Violation of Hawai'i Whistleblower Protection Act Against All Defendants)

- 79. Plaintiff hereby incorporates all of the allegations contained in paragraphs 1 through 79, above.
- 80. Plaintiff was an employee of Defendant OHA within the meaning of HAW. REV. STAT. §378-61.
 - 81. Defendant OHA is an employer within the meaning of HAW. REV. STAT. §378-61.
- 82. Defendants FERREIRA, BROWN, and REELITZ were and/or are agents of Defendant OHA within the meaning of HAW. REV. STAT. §378-61.

- 83. Plaintiff engaged in protected conduct when he made good faith reports about his concerns regarding drafting testimony without BOT approval and/or review by legal counsel for Defendant OHA.
- 84. As a result of Plaintiff's reporting his concerns, Defendants engaged in discriminatory and retaliatory acts against Plaintiff, ultimately fabricating allegations of misconduct and terminating Plaintiff's employment.
- 85. As a result of Defendants' discriminatory and retaliatory acts, Plaintiff suffered the loss of earnings and income, damage to his reputation, and other damages in amounts to be proven at trial.

II. <u>SECOND CAUSE OF ACTION</u> (Breach of Contract Against Defendant OHA)

- 86. Plaintiff hereby incorporates all of the allegations contained in paragraphs 1 through 86, above.
 - 87. A valid contract of employment existed between Plaintiff and Defendant OHA.
- 88. Plaintiff satisfactorily performed under the contract as the Public Policy Manager of Defendant OHA.
- 89. Defendants caused Plaintiff's employment to be terminated without just or sufficient cause, thereby directly and proximately causing the loss of earnings, damage to Plaintiff's reputation, and other damages in amounts to be proven at trial.
 - 90. Defendant OHA failed to perform its obligation under the contract.
- 91. As a result of the foregoing, Plaintiff suffered damages in amounts to be proven at trial.

III. THIRD CAUSE OF ACTION (Defamation Against All Defendants)

- 92. Plaintiff hereby incorporates all of the allegations contained in paragraphs 1 through 92, above.
- 93. Defendants knowingly made false and defamatory statements concerning Plaintiff when they reported that he engaged in misconduct during his employment at Defendant OHA.
- 94. Defendants' false and defamatory statements were published without privilege to the State of Hawai'i Unemployment Insurance Division and its personnel.
- 95. Defendants' false and defamatory statements were published without privilege to the State of Hawai'i Department of Labor and Industrial Relations Employment Security Appeals Referees' Office.
- 96. Defendants' false and defamatory statements harmed Plaintiff's reputation and caused damages in amounts to be proven at trial.

IV. <u>FOURTH CAUSE OF ACTION</u> (Negligent Infliction of Emotional Distress)

- 97. Plaintiff hereby incorporates all of the allegations contained in paragraphs 1 through 97, above.
- 98. Defendants' discriminatory and retaliatory actions and false and defamatory statements have caused Plaintiff to suffer severe emotional distress in amounts to be proven at trial.
- 99. The acts and/or omissions complained of herein were negligent and were the direct and proximate cause of Plaintiff's severe psychological and emotional distress.

WHEREFORE, Plaintiff prays for relief as follows:

1. That judgment be entered in Plaintiff's favor on each count of the Complaint;

2. For Plaintiff's actual damages, including payment of his back pay and

reimbursement of his costs in appealing the denial of his unemployment benefits;

3. For general, special, and punitive damages against the Defendants in amounts to be

proven in trial;

4. For imposition by the Court of fines of \$5,000.00 against each Defendant and/or

Doe Defendants who violated the HWPA as to Plaintiff, for each violation,

calculated on a daily basis under HAW. REV. STAT. § 375-65;

5. For reimbursement of costs and expenses herein, including reasonable provision of

his attorneys' fees and costs; and

6. For pre- and post-judgment interest; and

7. For such further and additional relief as the Court deems appropriate and just.

Dated: Honolulu, Hawai'i, September 26, 2025.

/s/Eric A. Seitz

ERIC A. SEITZ MICHAEL D. KLINGER JONATHAN M.F. LOO ROSALYN G. PAYEN

Attorneys for Plaintiff ZURISHADDAI C. AKI

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STATE OF HAWAI'I CIRCUIT COURT OF THE FIRST CIRCUIT

SUMMONS

TO ANSWER CIVIL COMPLAINT/

CASE NUMBER

PLAINTIFF'S NAME & ADDRESS, TEL. NO.

ZURISHADDAI C. AKI C/O Eric A. Seitz, AAL, ALC 820 Mililani Street, Suite 502 Honolulu, HI 96813

Tel: (808) 533-7434

Email: eseitzatty@yahoo.com

PLAINTIFF

ZURISHADDAI C. AKI

VS.

S. DEFENDANT(S)

OFFICE OF HAWAIIAN AFFAIRS, STACY KEALOHALANI FERREIRA, Chief Executive Officer for the Office of Hawaiian Affairs, CASEY BROWN, former Chief Operating Officer of the Office of Hawaiian Affairs, KE'ŌPŪLAULANI REELITZ, Director of Advocacy for the Office of Hawaiian Affairs, JOHN and/or JANE DOES 1-15; DOE ENTITIES 1-5

TO THE ABOVE-NAMED DEFENDANT(S)

You are hereby summoned and required to filed with the court and serve upon:

ZURISHADDAI C. AKI C/O Eric A. Seitz, AAL, ALC 820 Mililani Street, Suite 502 Honolulu, HI 96813

plaintiff, as indicated above/whose address is stated above, an Answer to the Complaint /

, which is herewith served upon you, within 20 days after service

of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

THIS SUMMONS SHALL NOT BE PERSONALLY DELIVERED BETWEEN 10:00 P.M. AND 6:00 A.M. ON PREMISES NOT OPEN TO THE GENERAL PUBLIC, UNLESS A JUDGE OF THE ABOVE-ENTITLED COURT PERMITS, IN WRITING ON THIS SUMMONS, PERSONAL DELIVERY DURING THOSE HOURS.

A FAILURE TO OBEY THIS SUMMONS MAY RESULT IN AN ENTRYOF DEFAULT AND DEFAULT JUDGMENT AGAINST THE DISOBEYING PERSON OR PARTY.

The original document is filed in the Judiciary's electronic case management system which is accessible via eCourt Kokua at: http://www.courts.state.hi.us

Effective Date of 1-DEC-2021 Signed by: /s/ Patsy Nakamoto Clerk, 1st Circuit, State of Hawai'i





If you need an accommodation for a disability when participating in a court program, service, or activity, please contact the ADA Coordinator of the XX Circuit as soon as possible to allow the court time to provide an accommodation. Phone No. 808-539-4400, TTY 808-539-4853, FAX 808-539-4402 or Send an e-mail to: adarequest@courts.hawaii.gov. The court will try to provide, but cannot guarantee, your requested auxiliary aid, service or accommodation.