

LETTER TO INDIVIDUAL PLAINTIFFS RE: INFORMED CONSENT

JUNE 9, 2025

You are receiving this notice because you have a right to participate in a potential Individual Plaintiff Settlement of cases alleging injuries resulting from the fires in Maui that ignited on August 8, 2023, including the Lahaina Fire, Kula Fire, and Olinda Fire. This notice refers to these events as the “Maui Fires.”

Background

Thousands of lawsuits related to the Maui Fires were filed against Defendants Hawai‘ian Electric Industries, Inc. and Hawai‘ian Electric Company, Inc., the State of Hawai‘i, the County of Maui, Cincinnati Bell, Inc. and Hawai‘ian Telecom Inc., Spectrum Oceanic, LLC and Charter Communications, Inc., Kamehameha Schools, and West Maui Land Company, Inc., Launiupoko Irrigation Company, Inc., Hope Builders Holding LLC, Kauaula Land Company, Makila Land Co., LLC, Peter Klint Martin and the Peter Klint Martin Revocable Trust, JV Enterprises LLC, Makila Ranches Homeowners Association, Inc., Makila Ranches, Inc., Jeanne Riley Trust, James Riley Trust, Donna Anne Poseley, The Estate of Douglas Poseley, Launiupoko Water Development LLC, and Olowalu Elua Associates LLC (hereinafter “Defendants”). These lawsuits were coordinated in the Second Circuit Court under Special Proceeding Number 2CSP-23-0000057 before the Hon. Peter T. Cahill. Extensive pre-trial litigation was conducted and discovery was exchanged between the parties.

In August 2024, the Individual Plaintiffs, Class Plaintiffs, and Defendants reached a tentative \$4.037 billion global settlement, which was memorialized in, respectively, an Individual Settlement Agreement and Class Settlement Agreement, on November 3, 2024. The two agreements were reached after extensive arm’s-length negotiations over several months between highly-experienced counsel, and with the assistance and skill of renowned mediators and special masters Keith Hunter, Hon. Louis Meisinger (Ret.) and Hon. Daniel Buckley (Ret.).

Pursuant to the Individual Settlement Agreement and Class Settlement Agreement, the settlement funds would be allocated into two funds: (1) Class Settlement Fund, and (2) Individual Settlement Fund. On January 28, 2025, an allocation agreement was reached by the Class Plaintiffs and Individual Plaintiffs and on March 3, 2025, a Stipulation and Order Regarding Allocation Settlement was approved and ordered by the Court in Case No. 2CSP-24-0000049. The Allocation Agreement, among other terms, provides that Class Plaintiffs would be allocated \$135 million of the global settlement. The remaining funds—estimated to be approximately \$3.3 to \$3.8 billion—are allocated to the Individual Plaintiffs. On April 22, 2025, after an independent analysis of the Individual Settlement Plan, the Court approved a process, described in more detail herein, for evaluating claims. Management of the claims process was entrusted to the Special Administrators Keith Hunter, Hon. Louis Meisinger (Ret.), Hon. Daniel Buckley (Ret.), Cathy Yanni, and BrownGreer PLC.

If certain conditions to that funding are satisfied or waived by the Defendants, the Individual Settlement Agreement calls for the creation of an Individual Settlement Fund of up to

approximately \$3.8 billion funded by the Defendants over a three-year period into a qualified settlement fund, minus any costs expended by the Common Cost Fund to date, as well as the cost of the Settlement Administrators above and beyond the \$15 million covered by Defendants. The reason for this range is that \$500 million of the global settlement, allocated proportionally between the Individual Settlement Fund and Class Settlement Fund, will be held back from distribution for Defendants to cover any settlements or verdicts pertaining to opt-out plaintiffs. The opt-out plaintiffs are those individuals that elect not to participate in the class settlement fund or individual settlement fund and, instead, proceed with their individual case against defendants to trial. Under the global settlement, if more than a certain number of plaintiffs elect to opt out, the global settlement is terminated. Assuming the settlement is not terminated and all opt out claims are resolved, any holdback funds remaining after the resolution of the opt out cases will be reverted back to the respective Individual and Class Settlement Funds.

This Individual Settlement is an aggregate settlement, meaning the claims of all participating claimants are being settled together. The amount each Claimant receives will depend on the total number and aggregate value of all claims submitted. The Individual Settlement Fund will be divided among all eligible persons and businesses that elect to participate in the fund and timely file a qualifying claim. Funds will be distributed on a pro-rata basis for the reasons set forth in paragraph 11. **No claimant will receive 100% of their total award amount.** Given the unknown aggregate value of all claims today, it is impossible to provide an accurate percentage right now for what the total payout will be to any claimant.

If you suffered damages as a result of the Maui Fires, you may be eligible to participate and be paid from the Individual Settlement Fund. This notice explains the settlement allocation criteria in the court-approved “Individual Settlement Plan” that will be applied to divide up the Individual Settlement Fund and *the steps you need to take no later than October 1, 2025 (which is the “Claim Deadline”)* to participate in the Individual Settlement Fund. Participation in this settlement is voluntary. You may consult independent counsel to evaluate whether this aggregate settlement is in your best interest.

This letter will address frequently asked questions about the settlement.

1. What happened in the lawsuits and how was the settlement reached?

Individual Plaintiffs’ Counsel who entered into the Individual Settlement Agreement, representing the individual plaintiffs that retained attorneys, agreed to a settlement framework for the following reasons:

First, Individual Plaintiffs’ Counsel executed an aggressive and successful litigation strategy. For over a year, they pursued Individual Plaintiffs’ claims and conducted extensive pretrial investigation and discovery, including the review of countless documents, days of depositions and witness questioning, and extensive brief writing—including taking issues to the Supreme Court of Hawai‘i. Individual Plaintiffs’ Counsel request for—and the court’s granting of—an early trial date placed significant pressure on defendants and created leverage in settlement negotiations.

Second, a settlement will bring resolution to claims quickly and predictably. The Court had scheduled the first trial in this case for 14 bellwether (or test) plaintiffs out of more than 22,000 total plaintiffs for November 2024. At the end of the trial, the claims of the remaining plaintiffs would remain unresolved. In the absence of the settlement, it could take a decade or longer for all the plaintiffs' cases to be determined.

A trial presents significant risks and costs. Juries are inherently unpredictable. And, given the unpredictability of jury awards, the threat of pushing HECO—the main defendant—into bankruptcy with any one verdict was a significant concern. If that were to happen, it would further delay resolution and payments to victims. For example, the victims of the 2015 Butte Fire were in the process of resolving their claims when PG&E filed for bankruptcy in January 2019. As a result of the bankruptcy, the Butte Fire case was stayed. Ultimately, the 2015 Butte victims with unresolved claims were then labeled as unsecured creditors and placed into a claims process that was set up in July 2020. As unsecured creditors, the Butte Fire victims had to fight an uphill battle against many other groups of creditors all trying to collect from the same assets. As of June 2025, these victims still have not received their final pro rata payment for their awarded damages. Because of this, before proceeding with a trial, Plaintiffs' Counsel believed it was in the best interest of all plaintiffs to use the strength of the case to settle all claims now. As a result, you will not have to wait a decade to resolve your case or face the many risks of bankruptcy, which include receiving significantly less money than this settlement affords. The proposed settlement aims to have payments begin being issued as early as December 2025, and definitely in 2026.

Third, the settlement negotiations took place over a several month period—including a weeklong session in person—with mediators Keith Hunter, Hon. Louis Meisinger (Ret.) and Hon. Daniel Buckley (Ret.). Negotiations were complex and challenging. HECO exhausted their insurance coverage, requiring them to use their own resources to make any settlement commitment. In addition, the State of Hawai'i had to pass legislation for its contribution and Kamehameha Schools Bishop Estate required State of Hawai'i and Internal Revenue Service approval.

Fourth, because Defendants believe there is legal ambiguity as to whether a pending class action lawsuit tolls the statute of limitations against Defendants for damages associated with the Maui Fires, the Defendants refused to enter a global settlement unless the class claims were included. Accordingly, the terms of the \$4.037 billion global settlement require that the money be allocated into two funds: (1) the Class Settlement Fund, and (2) the Individual Settlement Fund. On January 28, 2025, an allocation agreement was reached by the Class Plaintiffs and Individual Plaintiffs, and on March 3, 2025, a Stipulation and Order Regarding Allocation Settlement was approved and ordered by the Court in Case No. 2CSP-24-0000049. The Allocation Agreement, among other terms, provides that Class Plaintiffs would be allocated \$135 million of the global settlement. The remaining funds—estimated to be approximately \$3.3 to \$3.8 billion—are allocated to the Individual Plaintiffs.

Fifth, because the insurance companies also had an active complaint pending for damages related to the Maui Fires, Defendants required that the insurance companies' claims be included in any global resolution. Individual Plaintiffs' Counsel put forth and litigated the legal theory that

under Hawai‘i law, an insurer’s right to compensation arises not through a direct action against defendants but, rather, through a lien against an insured individual plaintiff’s recovery. In support of this, Individual Plaintiffs’ Counsel filed a motion for Reserved Questions to the Hawai‘i Supreme Court regarding the application of HRS § 663-10 to insurance companies in any tortfeasor context. After extensive briefing and oral argument, the Hawai‘i Supreme Court found that HRS § 663-10 applies in this case, and insurance companies are barred from bringing independent actions against tortfeasors who settled with their insureds (fire victims). As a result of this ruling, the \$4.037 billion global settlement was brought one step closer to being realized.

2. Who are the “Eligible Plaintiffs” who may participate in the Individual Settlement Fund?

The court-approved Individual Settlement Plan sets forth eligible claim categories, including real property, personal property, alternative living expenses/loss of use, wage loss, business loss, displacement/loss of quiet enjoyment, zone of danger, personal injury, and wrongful death, as well as the type of documentation to support each damage category. All claimants must fall within the eligible burn perimeter, as defined under the Individual Settlement Plan. Certain eligibility restrictions must be met for all categories.

Submitting a claim does not automatically ensure compensation. For those that meet the basic eligibility criteria and timely submit a claim, your claim will be evaluated by the Settlement Administrators on a case-by-case basis, using the documentation included in the claim submission, as well as publicly available information, to determine the value of the claim.

3. Who are the Administrators? What is their role in the Individual Settlement Fund?

Pursuant to the Individual Settlement Agreement, Judge Cahill appointed four Special Masters to serve as Administrators of the Individual Settlement Fund: Hon. Louis Meisinger (Ret.), Hon. Daniel Buckley (Ret.), Keith Hunter, and Cathy Yanni, Esq.

Keith Hunter, Judge Meisinger, and Judge Buckley have served as mediators in this case for nearly a year, giving them an understanding of the breadth and complexity of losses associated with this litigation. In addition, Cathy Yanni brings extensive experience in wildfire claims, stemming from her administering the \$14.2 billion PG&E Fire Victim Trust. Combined, this group’s respective legal careers and pertinent experience make them the ideal team to administer the Maui Fires Individual Settlement.

Keith Hunter—as founder, President and CEO of the Hawai‘i-based Dispute Prevention & Resolution, Inc.—brings extensive knowledge of Hawai‘i law and community, which will allow the Maui Fires Individual Settlement to implement a settlement program consistent with the expectations and values of the Maui community. His career in dispute resolution spans over 41 years, and he has successfully served as a mediator in approximately 6,000 disputes, claims, and lawsuits.

Judge Meisinger (Ret.), in addition to his ongoing role in the Maui Fires, has served as the mediator and/or claims administrator in multiple class action and mass tort cases, overseeing the settlement and disbursement of claims totaling billions of dollars to victims of catastrophic

events ranging from wildfires, mass shootings, gas leaks and explosions, to childhood sex abuse, and contamination and injuries arising from jettisoning of jet fuel, gold mining activities, sandblasting, and defective products. His work as a mediator has been recognized by Chambers USA, which lists Judge Meisinger among its distinguished National Mediators. Prior to his career as a mediator, Judge Meisinger served as a judge and was an active trial attorney, trying cases in both state and federal courts throughout the country. He also served as the Executive Vice-President and General Counsel of The Walt Disney Company, during which time he was responsible for overseeing the company's global legal affairs.

Judge Buckley (Ret.), similarly, has significant experience in private practice and as a judge, including as the Presiding Judge of Superior Court of California, County of Los Angeles—the largest court in the country. For more than three years, Judge Buckley oversaw complex civil litigation wherein he handled a number of mass tort cases, including the 2017 Thomas Fire case. In addition, since retiring from the bench, Judge Buckley has served as the special master in several fire cases, including the Dixie, Kincadee, and Zogg Fires.

Cathy Yanni brings extensive experience in the administration of settlement funds for wildfire victims. Specifically, Cathy Yanni was appointed as the Administrator of the PG&E Wildfire Assistance Program Fund by Hon. Dennis Montali in the matter of *In re: PG&E Corporation and Pacific Gas and Electric Company*, No. 19-30088- DM (Bankruptcy case). This \$105 million fund was established for victims of the 2017 North Bay Fires and 2018 Camp Fire.

In 2020, Cathy Yanni was appointed as Claims Administrator of the PG&E Fire Victim Trust, a \$14.2 billion fund created for the victims of the 2015 Butte, 2017 North Bay, and 2018 Camp Fires. Later, in July 2022, Yanni was appointed as Trustee of the Fire Victim Trust. As Trustee of the PG&E Fire Victim Trust, Cathy Yanni oversaw the resolution of claims from the approximately 72,000 victims, having paid over \$13.66 billion to fire survivors to date. In addition, Cathy Yanni has settled tens of thousands of cases, facilitated distribution of billions of dollars of settlement funds, and designed and implemented dozens of claims processes across a variety of mass tort, multidistrict litigation, and class action matters. Her work as a mediator has been recognized by Chambers USA, which lists Cathy Yanni among its distinguished National Mediators.

The Claims Administrators are responsible for the Individual Settlement Plan and forthcoming Claims Regulations governing this Individual Settlement Fund and for carrying out the Individual Settlement Fund correctly.

4. Who is the Claims Processor? The QSF Trustee? What do they do?

The Court appointed BrownGreer PLC, of Richmond, Virginia, to serve as the Claims Processor to assist the Claims Administrators in implementing the Individual Settlement Fund by providing all the systems and processing required to allocate the Individual Settlement Fund and make payments from it. BrownGreer, already appointed by this Court under Case Management Order 7 to manage Individual Plaintiff data, has extensive experience in wildfire claims stemming from its role administering the \$14.2 billion PG&E Fire Victim Trust.

BrownGreer is a nationally-recognized firm with deep experience in this field. BrownGreer also serves as the “QSF Trustee” needed under the Individual Settlement Agreement to safeguard the funds and making sure they are paid out correctly. The Circuit Court has approved the appointment of BrownGreer as the Claims Processor and the QSF Trustee.

5. Who are the “Plaintiffs’ Counsel?”

Plaintiffs’ Counsel includes the court-appointed Liaison Counsel and Steering Committee, which took the lead in the pre-trial proceedings in the Maui Fire cases and in negotiating—and signing—the Individual Settlement Agreement with Defendants.

6. What court is involved in this settlement?

Section 10.12 of the Individual Settlement Agreement provides that Judge Cahill of the Circuit Court of the Second Circuit for the State of Hawai‘i (or any judge who may succeed him in that position in that court) keeps jurisdiction over the Parties and the enforcement of the Individual Settlement Agreement. Judge Cahill has approved the Individual Settlement Plan. All proceedings of any kind relating to the Individual Settlement Agreement or the Individual Settlement Fund must be brought before Judge Cahill and cannot be filed elsewhere.

7. What is the “Individual Settlement Plan”?

The Individual Settlement Agreement (“ISA”) requires that the Individual Settlement Administrators prepare an Individual Settlement Plan (the “Plan”) for the administration and payout to eligible and qualifying Claimants of the Individual Settlement Fund (the “Fund”).

On April 22, 2025, the Court appointed Cathy Yanni, Keith W. Hunter, the Hon. Louis M. Meisinger (Ret.), and the Hon. Daniel Buckley (Ret.) as Special Masters authorized and given the discretion to create, coordinate, and manage the development of the Plan; to retain consultants as is reasonably necessary to efficiently and timely administer the Plan; to determine eligibility of all Individual Plaintiffs for Monetary Awards according to the terms of the ISA and the Plan; to create administrative procedures, including supplementary procedures to those specified in the ISA and Plan, to provide specific detail about how the Fund is administered; and to report to the Court as they deem appropriate or as requested by the Court.

The Special Masters, with support from the Claims Processor, BrownGreer PLC, developed this Plan for the administration of the Fund and will implement and administer this Plan under the Court’s supervision, with the goal of securing the just, speedy, and cost-efficient determination of Claims arising out of the Maui Fires in a fair and equitable manner according to the terms of the ISA, the Plan, and the laws of the State of Hawai‘i. The Plan governs how the Fund will be administered, including the process for Individual Claimants to submit Claims for Monetary Awards from the Fund.

Additionally, the Special Masters will consult with the Claims Processor to create administrative procedures and processes supplementary to those specified in the ISA and this Plan that provide further specific detail about how the Fund is administered. This includes

developing and publishing Claims valuation processes (“Claims Regulations”) that result in fair and reasonable compensation of eligible Claims in accordance with the ISA, the Plan, and the laws of the State of Hawai‘i.

8. Who may participate in the Individual Settlement Fund

To be eligible to receive a Monetary Award from the Fund, a Claimant must: (1) have a potential Claim against one or more Defendants arising out of the Maui Fires; (2) timely and validly execute and submit a Release; (3) timely submit an executed stipulation for dismissal with prejudice for any claims filed in any court, if any; and (4) timely submit a Claims Questionnaire and supporting documentation.

- A. Maui Fires. Claims unrelated to the Maui Fires are ineligible for compensation from the Fund. In determining whether a Claim arises from the Maui Fires, the Special Masters will consider the Extended Fire Perimeter.
- B. Release. All Claimants must timely and validly execute and submit a Release. Claimants who do not timely submit a validly executed Release are ineligible for compensation from the Fund and may not submit a Claims Questionnaire or otherwise pursue a Monetary Award.
- C. Stipulation for Dismissal. All Claimants who have filed Maui Fires related actions in any court must submit an executed stipulation for dismissal with prejudice for all such actions.
- D. Claims Questionnaire. All Claimants must timely complete and submit a Claims Questionnaire.

Consistent with the terms of the ISA, Class Representatives, Class Claimants, and Non-Participants are not eligible to submit any Claim to, or receive any Monetary Award from, the Fund.

9. Extended Fire Perimeter

The “Fire Perimeter” means the boundaries of the geographic areas burned by the Maui Fires as determined by the Wildland Fire Interagency Geospatial Services (“WFIGS”) Group, as reflected in the WFIGS Interagency Fire Perimeters maps maintained by the National Interagency Fire Center. Lahaina Fire Perimeter, Kula Fire Perimeter, or Olinda Fire Perimeter refer to the specific fire perimeter for the August 8, 2023, fire in each respective area. “Extended Fire Perimeter” means the Fire Perimeter extended by 0.5 miles in all directions.

10. Release and Stipulation for Dismissal

The Release is a legal document that allows you to participate in the Individual Settlement Plan in exchange for giving up all your claims against HECO, other Defendants and anyone else related to the 2023 Maui Fires. The Release covers claims that you have now or could have in the

future arising from the Fires. For example, if after signing the Release you develop a medical condition that you believe is associated with the Fires, you cannot sue Defendants later for that alleged injury. Your lawyer can explain this more fully to you if you have questions.

The Court has approved the Release, and the Claims Processor will make the Release available on the Portal for signature. For security and reporting purposes, all Claimants must submit their Releases through the Portal.

The Release must be timely signed and submitted by or on behalf of the Individual Plaintiff in order for the Individual Plaintiff to participate in the settlement. If the Individual Plaintiff is an individual who has legal capacity, the Individual Plaintiff must sign the Release. The Fund will not accept Releases signed by a power of attorney or other agent acting for an individual with legal capacity. In all other instances, the Authorized Representative must sign on behalf of the Individual Plaintiff and must submit appropriate proof of representative capacity.

All Claimants must also submit a stipulation for dismissal within 60 days after the Return Date. The Return Date means the deadline for Individual Plaintiffs to provide the Administrator with signed Individual Settlement Agreement and Releases, which shall be 60 days after the deadline to opt out of the Settlement Class.

11. I am concerned that the Release requires me to settle and dismiss my claims filed in the Circuit Court without knowing the exact amount of money that I will be receiving.

Your claims will be evaluated by all four Special Administrators with over 100 years of experience with jury verdicts and settlements handling the types of claims in this settlement. Their evaluations will mirror values that judges, juries, and mediators would apply following the laws, precedents, and standards of the Maui Community. Although you will be giving up your right to a trial by jury, you can rest assured that the value of your claims will reflect what reasonable jurors and courts in the community have awarded under similar circumstances.

Indeed, the Individual Settlement Plan process requires that you will be provided with an itemization of each element of your claim along with its corresponding value. The Individual Settlement Plan process also provides criteria for reconsideration and an appeal of the values initially assigned.

The real uncertainty surrounds how much money is available in the settlement fund to satisfy eligible claims, and what the total value of all eligible claims submitted will be. Your total payment amount depends on the total value of all eligible claims submitted. The amount you receive will be determined by the ratio of (1) the total value of all eligible claims submitted on the one hand to (2) the amount available for distribution to all clients (approximately \$3.8 billion less potential reduction of hold back amounts of not more than \$500 million) (“Pro Rata Payment Percentage”). The more participants who sign the release to participate in the Settlement Fund, the more that will be available to satisfy claims.

As an example, only for purposes of illustrating how this ratio is used to determine the amount you will be paid, assume that the total of all claims determined by the special

administrators amount to \$8 to \$10 billion. If the amount available is the estimated minimum of \$3.375 billion, then the percentage paid to each claimant will be between 30% to 40% of the award assigned by the special administrators. This is only an example. The total claimed amount, as well as the final pro rata percentage, are unknown at this time. The percentage could be higher or lower.

12. Claims Package Submission

The Claims Processor will maintain a secure, web-based portal (the “Portal”) for Claimants to submit Releases, Stipulations for Dismissal, Claims Questionnaires, supporting documents, and any other relevant information or documents.

Individual Claimants may submit Claims Questionnaires by household, provided sufficient information as to each household member who is also a Claimant is provided in support of such Claims. After submitting a Claims Questionnaire, Claimants also will use the Portal to check Claims Questionnaire status, receive and respond to notices, and provide or update other demographic information, if necessary.

13. How will the Settlement Fund be divided up? What model will be used to do that?

The Individual Settlement Plan establishes eligible Claim Types, specifically real property, personal property, alternative living expenses/loss of use, wage loss, business loss, displacement/loss of quiet enjoyment, zone of danger, personal injury, and wrongful death, as well as the type of documentation needed to support each Claim Type.

You are entitled to know how each claim will be valued. The Special Masters will assign values to each claim based on the Claims Regulations, and all eligible claims will receive a proportion of the total fund. The Claims Regulations relating to the specific valuation methodologies for each Claim Type will be published by the Special Masters and Claims Processors on June 16, 2025. At the same time or soon after, they will release the final documentation requirements for each Claim Type.

The Fund will use all reliable and reasonably accessible information that assists in valuing Claims. Claimants may be asked to provide additional information in support of a Claim beyond the information requested in the Claims Questionnaire. The burden of providing documentation supporting a Claim is on the Claimant. Claimants must provide all supporting documents in a clearly labeled and indexed manner and should highlight key information, such as dates, addresses, amounts, diagnoses, and other critical data points. Should claimants fail to organize their documents or to provide document citations to relevant data points, the Special Masters may, in their discretion, require a clarifying submission or impose such penalty as they deem appropriate. The Special Masters are not obligated to supplement information provided by a Claimant with additional information.

14. Claim Types

- A. Real Property Claims are claims for damage to structures on residential or commercial real property, landscaping, native plants, and other real property

improvements (e.g., hardscape, fencing, retaining walls, pools, and solar panels) caused by the Maui Fires.

- B. Personal Property Claims are claims for the actual cash value of personal property, such as household items, clothes, furniture, tools, art, automobiles, or watercraft that were damaged or destroyed by the Maui Fires.
- C. ALE/LOU Claims are claims for additional living expenses (“ALE”) (e.g., extra costs incurred due to displacement, such as temporary housing, meals, incidentals) and loss of use (“LOU”) (e.g., the loss of use of property) caused by the Maui Fires.
- D. Wage Loss Claims are claims filed by or on behalf of individuals who (a) were paid wages reported on a Form W-2 or (b) were sole proprietors or independent contractors who did not report expenses on a Schedule C filed with their 2023 federal income tax returns; and (c) lost wages due to property damage or a treated personal injury that occurred within the Extended Fire Perimeter and was caused by the Maui Fires.
- E. Business Loss Claims are claims filed by businesses operating within the Extended Fire Perimeter that suffered economic losses due to property damage or treated personal injury caused by the Maui Fires. These losses include business interruption, loss of business personal property used to conduct business, lost inventory, and lost net profits, including lost net profits from a rental property damaged or destroyed by the Maui Fires.
- F. Displacement/Loss of Quiet Enjoyment Claims are claims for emotional distress/mental anguish a Claimant experienced as a result of displacement caused by the Maui Fires.
- G. Zone of Danger Claims include claims for emotional distress/mental anguish an individual experienced as a result of evacuating from or sheltering-in-place within the Extended Fire Perimeter during the Maui Fires. Zone of Danger Claims may also include compensation for related medical treatment.
- H. Physical Injury Claims include claims for physical, bodily injury an individual suffered as a result of their presence within the Extended Fire Perimeter at the time of the Maui Fires. Physical Injury Claims may also include compensation for related medical treatment. Claimants must establish that the Maui Fires were a substantial contributing factor causing the physical, bodily injury for which they sought medical treatment.
- I. Wrongful Death Claims assert damages from the alleged wrongful death of any individual who died in the Maui Fires or who was within the Extended Fire Perimeter at the time of the Maui Fires and, to a reasonable degree of medical certainty, died as a result of the Maui Fires. These Claims may be asserted by an Eligible Relative or by the Authorized Representative of the decedent’s estate.

- J. Other Damages Claims are claims for damages (a) caused by the Maui Fires, (b) allowable under Hawai'i law (including loss of ability to undertake and continue traditional and customary practices) and (c) not expressly enumerated in any of the preceding Claim Types.

15. Claims for Physical Injury or Wrongful Death

The Maui Wildfires Compensation Program, better known as the One 'Ohana Fund, was created to provide prompt payments to the families of those who died and to those who suffered serious physical injuries as a result of the tragic Maui Wildfires of August 8, 2023.

Any Claimant, including the representative of a deceased person's estate, who is eligible for payment from the One 'Ohana Fund must register for, and seek payment from, the One 'Ohana Fund as a condition precedent to receiving any funds from the Individual Settlement Fund. Claimants who do not satisfy this requirement will be ineligible for any Monetary Award for Wrongful Death or Physical Injury from the Individual Settlement Fund. If a Claimant submits a Wrongful Death or Physical Injury Claim without first registering with the One 'Ohana Fund, the Claims Processor will issue a Participation Notice explaining this requirement and, if the issue is not timely cured, the Physical Injury Claim will be denied. A Claimant's participation, or non-participation, in the One 'Ohana Fund will not impact their eligibility for a Monetary Award from the Individual Settlement Fund for claims other than Wrongful Death or Physical Injury claims.

If a Claimant has received or will receive a payment from the One 'Ohana Fund, the Settlement Program will reduce that Claimant's Monetary Award for Wrongful Death or Physical Injury on a dollar-for-dollar basis by the amount of such payment received or due from the One 'Ohana Fund.

The deadline for registering with the One 'Ohana Fund was June 5, 2024. However, pursuant to the Individual Settlement Agreement, the registration process will reopen for those who are eligible but have not yet applied. Claimants who are eligible for payments from the One 'Ohana Fund but who have not yet registered with the One 'Ohana Fund will be required to do so when the One 'Ohana Fund reopens for claim submissions. Registration will occur via the One 'Ohana Fund's web portal, <https://www.mauicompensationfund.com/>. Until claimants register with and receive a determination from the One 'Ohana Fund, the Claims Processor for the Individual Settlement Fund will be unable to finalize review or to issue a Determination Notice to the Claimant.

16. Is it too late to submit claims to the One 'Ohana Fund?

The deadline for registering with the One 'Ohana Fund expired on June 5, 2024. However, under the Individual Settlement Agreement, The State of Hawai'i is required to reopen the process for those that qualify but have not yet applied. The State of Hawai'i is working with the contributors to the One 'Ohana Fund to reopen it for claims submission for a period of at least six months after Preliminary Approval of the Individual Settlement Plan, which occurred on

June 3, 2025. Claimants who suffered physical injuries and the heirs and estates of persons killed by the fires must register and seek payment from the One ‘Ohana Fund within that period. If you are represented by an attorney, we encourage you to reach out to them for more information about this process. You can also visit the One ‘Ohana Fund’s web portal, <https://www.mauicompensationfund.com/>, for details.

17. Supporting Documents for Claims

The burden of providing documentation supporting a Claim is on the Claimant. Examples of documents Claimants may provide to support their claims include:

A. Real property claims:

- (a) Insurance claim files;
- (b) Verification of ownership;
- (c) Appraisals;
- (d) Tax records;
- (e) Purchase records;
- (f) Mortgage or loan documentation showing the Pre-Fire condition or value of the property;
- (g) Pre-Fire and Post-Fire photos or videos of the structures (interior or exterior) or other damaged areas of the property;
- (h) Architectural or engineering drawings;
- (i) Permits; and
- (j) Contracts, invoices, or contractor or other construction professional rebuild or repair estimates.

B. Personal property claims:

- (a) Insurance claim files;
- (b) List of items damaged or destroyed;
- (c) Proofs of purchase;
- (d) Pre-Fire and Post-Fire photos or videos; and
- (e) Appraisals.

C. ALE/LOU Claims

- (a) Insurance claim files;
- (b) Receipts for temporary housing, food, or other expenses incurred as a result of displacement caused by the Maui Fires;
- (c) Post-Fire rental agreements and utility bills;
- (d) Storage fees;
- (e) Pet boarding expenses;
- (f) Mileage logs;
- (g) Bank statements; and
- (h) Other rent estimates.

D. Wage loss claims:

- (a) Tax returns, including all schedules and attachments;

- (b) W-2 Forms;
- (c) 1099 Forms;
- (d) Bank account statements identifying earnings; and
- (e) Paycheck stubs or payroll records.

E. Business loss claims:

- (a) A description of the business, including its mission statement;
- (b) Tax returns, including all schedules or attachments;
- (c) Profit and loss statements;
- (d) Lease agreements or canceled rent checks for loss of rental income;
- (e) Articles of Incorporation, bylaws, shareholder lists, or partnership or limited partnership agreements;
- (f) Loan applications;
- (g) Leases, deeds, titles, or other documents identifying the property owned or occupied by the business;
- (h) Canceled contracts; and
- (i) Photos, videos, or other documentary evidence of fire damage to the business.

F. Displacement claims:

- (a) A written narrative totaling two double-spaced pages or less, or an audio or video recording, detailing the impact of the Fire on the Claimant and their family;
- (b) Pre-Fire and Post-Fire photos and videos of the Claimant's property; and
- (c) Documentation detailing the Claimant's relationship to the property.

G. Zone of Danger claims:

- (a) A written narrative totaling two double-spaced pages or less, or an audio or video recording, detailing the Claimant's experience evacuating or sheltering-in-place;
- (b) Texts, emails, or social media content the Claimant created while evacuating or sheltering-in-place;
- (c) Photos or videos taken while evacuating or sheltering-in-place;
- (d) Pre-Fire and Post-Fire photos and videos of the Claimant's property;
- (e) Records of mental health counseling or treatment; and
- (f) Complete medical billing for counseling expenses relating to emotional distress.

H. Personal injury claims:

- (a) Contemporaneous medical records and other documents from the treating physicians or healthcare providers that reflect diagnosis, prognosis, causation, and the extent of physical injury for the asserted injury;
- (b) Complete medical billing records for all treatments related to the asserted injury;
- (c) Medical records reflecting the Claimant's general health before the Maui Fires, especially if the Claimant is asserting exacerbation of a pre-existing condition;
- (d) Photos or videos of the asserted injury;

- (e) A written narrative totaling two double-spaced pages or less, or an audio or video recording, detailing the impact of the injury on the Claimant; and
- (f) A life care plan, if any.

If determined necessary, the Settlement Program may request an expert report substantiating, to a reasonable degree of medical certainty, that the Maui Fires were a substantial contributing factor causing the asserted injury.

I. Wrongful death claims:

- (a) Official death certificates, court orders declaring the individual deceased, autopsy reports, or other medical records identifying the decedent's cause of death;
- (b) Court orders designating the Authorized Representative of the decedent's estate;
- (c) Marriage certificates, birth certificates, or other documentation identifying each Claimant's/heir's relationship to the decedent;
- (d) Medical records reflecting the decedent's general health at the time of death;
- (e) An expert report substantiating, to a reasonable degree of medical certainty, that the Maui Fires were a substantial contributing factor causing the death;
- (f) Employment, tax, or other financial records reflecting the decedent's annual income for the two years preceding their death, if a claim is being made for lost financial support;
- (g) Documentation of funeral and/or burial expenses for the decedent; and
- (h) A written narrative totaling two double-spaced pages or less, or an audio or video recording, detailing the impact of the death on the Claimant and their family.

18. Claims Review and Notices

The Plan and Claims Regulations govern the process by which each Claim is reviewed, including determining whether a Claim is approved and, if so, the Claim Determination. These procedures aim to thoroughly assess each Claimant's assertions of damage while balancing the need for prompt processing of all Claims and distribution of funds. Deadlines prescribed in this Plan and in the Claims Regulations will be strictly enforced and will only be extended in the discretion of the Special Masters for good cause.

After submitting a Claims Questionnaire and all supporting documents, the Claimant must indicate on the submission form that the entire submission is ready for review and valuation. The Claims Processor then will review each Claim in accordance with this Plan and the Claims Regulations and issue a Determination Notice explaining the claim-by-claim outcome of the review. The goal of the Evaluation is to consider all assertions and documentation submitted by the Claimant, to apply the criteria of the Plan and Claims Regulations fairly and accurately, and to generate a Claim Determination that the Claimant can accept, thereby resolving their Claims with the Fund.

If the Claims Processor believes that a submission is incomplete, a Deficiency Notice will be issued instead of a Determination Notice. The Deficiency Notice will explain what must be done to correct the Claim and will provide a one-time opportunity for the Claimant to resolve all deficiencies. Claimants will have 30 days from the date of the Deficiency Notice to submit information or documents to resolve the identified deficiencies (“Deficiency Response Deadline”). After the Deficiency Response Deadline passes, or earlier if the Claimant responds to the notice indicating their submission is complete, the Claims Processor will review the Claims and issue a Determination Notice. Deficient Claims that are not cured by the Deficiency Response Deadline will be denied.

When the Claims Processor issues a Determination Notice, a Claimant will have a brief period in which to request reconsideration. A Claimant who receives a Determination Notice and who did not previously receive a Deficiency Notice will have 60 days from the date of the Determination Notice to request reconsideration. A Claimant who receives a Determination Notice after receiving a Deficiency Notice will have 30 days from the date of the Determination Notice to request reconsideration. The 60- or 30-day period is known as the “Reconsideration Deadline.” If this period expires and no request for reconsideration is filed, the Determination Notice will become final and unappealable.

19. Reconsideration Review

Within the period allowed by the Registration Deadline, a Claimant may request reconsideration if the Claimant believes that the Claims Processor committed an error in determining the result explained in the notice. A request for reconsideration cannot be based on a challenge to any term of this Plan, the ISA, or the Claims Regulations, but instead must be based on how the Plan has been applied to the Claim. A Claimant requesting reconsideration must provide the basis of their request, as well as documents or information, if any, in support of the request for reconsideration; provided, however, any such new information or documentation must not, with due diligence, have been reasonably available to the Claimant at the time the Claim was submitted. The Claims Processor will not consider information or documentation submitted after the Reconsideration Deadline.

The Special Masters will review the request for reconsideration and the timely submitted documentation. After review, the Claims Processor will issue a Reconsideration Determination Notice providing a determination for each Claim. The Reconsideration Determination Notice will allow the Claimant 15 days from the date of the notice (the “Appeal Deadline”) to submit a Notice of Appeal to the Special Masters. If the Claimant does not respond to the Reconsideration Determination Notice by the Appeal Deadline, the determination will be final and incontestable.

20. Appeal

Within the 15-day period allowed in the Reconsideration Determination Notice, the Claimant may submit to the Special Masters a request for Appeal of a Claim Determination. Claimants may not appeal any Claim for which they did not request Reconsideration. Claimants may not submit new documents on appeal. The grounds for appeal are strictly limited to the following:

1. The Claims Processor made a material mistake of fact in the Reconsideration Determination Notice; or
2. The outcome conveyed in the Reconsideration Determination Notice is not consistent with this Plan or the Claims Regulations.

The Special Masters will not consider any appeal request that does not meet one of these criteria. Appeal is not a device to raise arguments or evidence that could and should have been made or produced during Evaluation or on Reconsideration review. After the Special Masters review and decide the appeal, the Claims Processor will issue an Appeal Determination Notice providing a determination for each Claim. The Appeal Determination Notice is final and incontestable.

21. Deductions from Monetary Awards

Deduction for Payment Received from One ‘Ohana Fund. A Claimant’s Monetary Award for Wrongful Death or Physical Injury will be reduced on a dollar-for-dollar basis by the amount of any payment received or due from the One ‘Ohana Fund. One ‘Ohana Fund awards for Wrongful Death or Physical Injury will not be offset from or otherwise impact the Claimant’s Monetary Award for any other Claim Types within the Fund.

Deduction for Payment Received from FEMA. At this point in time, it is uncertain whether FEMA will assert any right to reimbursement. If FEMA elects to seek reimbursement, it may result in a deduction to the individual award at the end of the process. The Special Masters will administer further guidance once they have the opportunity to work with FEMA on this process.

22. How will liens be addressed?

The Court has undertaken to and will oversee any disputes related to identification and satisfaction of liens, including the amount of such liens, and will oversee the coordination and development of a lien process under Haw. Rev. Stat. § 663-10 (2024). To the extent requested by the Court, the Special Masters will provide information and take such other actions necessary to facilitate Court-approved lien resolution procedures.

Claimants are solely responsible to pay, satisfy, compromise, or settle any costs, expenses, liens, claims, and demands. In their Claims Questionnaire submission, Claimants must provide the names of any insurers, including for medical coverage, property loss or damage, and business loss or interruption, to which the Claimant has made a claim for payment of any sums arising out of or related to the Maui Fires and the amount of such payments sought and received.

No Monetary Award will be made to a Claimant until all lien, fee, and cost obligations of that Claimant have been resolved and paid or have been withheld subject to an applicable lien holdback.

23. Is there a formula available now that will tell you your Claim Determination or Monetary Award?

No. There are too many variables not known as this stage to be able to calculate each Plaintiff's Claim Determination or Monetary Award.

24. Will the Defendants have any say in how much you will be paid?

No. Because every claimant's damages are unique, each claim is evaluated on an individual basis.

25. What is the deadline?

If the settlement becomes effective, in order to have a claim to the Individual Settlement Fund, you must timely execute and submit a release. There is a possible August 8, 2025, statute of limitations and tort claim deadline for claims, so we are encouraging you to execute and return your release as soon as possible, but in no event after August 7, 2025. There may be additional events that impact the statute of limitations, which may change these dates in the future.

If the settlement fails to become effective because of lack of participation, then you will need to have a timely lawsuit on file in order to ensure that your rights are preserved. The statute of limitations could be as early as August 7, 2025.

26. Why would the settlement not become effective?

The Court has approved the Individual Settlement Plan, and there is only one remaining hurdle to the settlement becoming final and binding on all parties: namely, the provision in the settlement agreement that conditions finality on participation by most victims. If too many victims choose to opt out of the settlement, then the settlement fails. Thus, we need as many victims as possible to execute a release and agree to the settlement. If the settlement fails to become effective you will need to have a timely lawsuit on file.

27. What if I do nothing and sign nothing?

You have three options:

1. **Execute a release to participate in the Individual Settlement Fund:** if you do this, you are eligible to participate in the Individual Settlement Fund and will be required to submit a claim for damages to receive compensation.
2. **Do Nothing:** if you do not execute a release, you will automatically be considered part of the class and be bound by the release of all class members' claims.
3. **Opt Out of the Class:** to opt out of the class, you are required to submit the court-approved opt out form. You will also need to affirmatively file a complaint before the

statute of limitations and prosecute your claim against defendants in court. To opt out of the class action.

28. What if I do not understand something in this letter?

Consult a lawyer for advice if you do not understand something about the process.

29. Can I have both a class claim and an Individual Settlement Fund claim?

No. You can only pursue a claim against one fund.

30. How do I execute a release to participate in the Individual Settlement?

To participate in the Individual Settlement, you must timely execute and submit a release. If you have an attorney, they should provide you with access to the release for you to sign.

31. What is the deadline to complete an Individual Settlement claim form?

The current milestone goal for victims to complete a claim form to participate in the Individual Settlement is October 1, 2025. While it is possible this date may change, we encourage you to file a claim on or before October 1, 2025 to preserve your right to pursue a claim.

32. What about Plaintiffs who are minors? How will that work?

Parents or guardians will be able to sign the release for their minors. Prior to accepting a settlement offer, however, a Hawai'i conservatorship must be established and approved by the Court. The funds will be held in a Hawai'i conservatorship until the child becomes 18 years old, after which the funds will be released to the claimant. You will need to provide a birth certificate to your lawyer as part of the conservatorship process. The conservatorship process will require Court approval of the settlement amount and how it is to be held for the minor.

33. What about Plaintiffs who are deceased? How will that work?

If you have a family member who had a claim, that claim survives the death of the person and belongs to their estate. You should immediately notify your lawyer if you know of someone who has died who had a fire claim. Only the estate of the deceased person can pursue their claims.

34. What about Medicare and other government agency claims and liens for medical expenses?

If you received medical care for any conditions associated with the Maui Fires, and if Medicare, Medicaid, or any other program or health insurance paid for any of that medical care, then a medical lien might be asserted against your payment from the Settlement. Medical liens

are sometimes called “healthcare liens.” All this applies to persons and not businesses. You will be required to pay these liens out of your settlement.

A medical lien occurs when a healthcare insurer/payor (such as Medicare A/B, Medicare C/D, Medicaid, VA, and private healthcare insurers) pays for medical items, services, and/or prescription drugs related to your medical conditions. If you are then eligible to receive a payment because of fire-related medical conditions, the healthcare insurer or payor may be entitled to reimbursement (that is, to be paid back) out of your award for payments it made on your behalf for Maui Fire medical expenses. This applies only to medical expenses or services related to your claim being settled. For example, if you received an award based on emotional distress from the Mui Fire, medical expenses for treating those conditions may be subject to a medical lien, but medical expenses for a sprained ankle that had nothing to do with the fire should not allow for a lien against your Maui Fire settlement award.

35. When will you be paid by the Settlement Program?

No payments can be made until the funding by the Defendants occurs. Funding will occur in four tranches over a three-year period. Because of this, the Special Masters will issue payments on a pro-rata basis. The goal, if everything goes smoothly and the Special Masters deem it prudent, is for there to be a first, partial payment by the end of December 2025.

There is an October 1, 2025 milestone date to submit all claims. All claims are expected to be processed in 2025 and 2026. The Special Masters require a certain threshold of claims to be submitted and fully analyzed before they can begin issuing payments. Once your claim value is determined and a determination is issued, then you will receive a partial payment of your claim. Your full determination value will not be paid because this is a limited settlement fund. The full share or percentage of your determination that will ultimately be paid will not be known until all claims are processed and all payments into the Individual Settlement Fund are made by all defendants.

36. How and when will I know my Pro Rata Payment Percentage?

Each determination notice with Eligible claims will include a Claim Determination reflecting the value of each Claim before the application of the Pro Rata Payment Percentage. As soon as possible after the Initial Payment Due Date, the Special Masters will, in accordance with responsible business practices, set and notify Claimants of the Pro Rata Payment Percentage. The Special Masters will not be able to determine the final Pro Rata Payment Percentage until both of the following occur: (1) all claims are fully resolved and (2) all payments are made by all defendants.

37. What are the tax consequences of the settlement award?

You will need to consult your tax professional or accountant to determine the tax consequences of any item in the award. We cannot provide tax advice. Different parts of an award can have different tax consequences for different people.