

Cannot Trust Female Asian Management at Hawaiian Electric

Cc: Governor Josh Green
Senator Mike Gabbard

Lori Yafuso, HECO IT manager
Greg Sasaki, HECO DBA
Emily Nuneza, HECO IT coordinator

February 27, 2024

Aloha e friends and coworkers ~

Sunday, February 25, 2024, marked the five year observation of my unjust termination from Hawaiian Electric. Battled during this time simply to be returned to work. HECO's attorney, Randall C. Whattoff, partner at Cox Fricke LLP, made it clear that the \$3 BILLION company would sue anyone who assisted me. Stood alone, like David v Goliath, against this monster corporation. The experience was my Kobayashi Maru. My character was revealed. Defeated HECO in logic and legal reasoning at every step. The situation however was local-favored no-win!

HECO recruited me in 2018. My Japanese American manager Lori Yafuso thought highly of me — even rated me as a team MVP:

“YOU have been a great asset to our team and it is your personality and humble nature that makes all of us so comfortable working together. We have had contractors on the DBA team before, but never with the synergy and positive energy that you bring with you. I believe you have had the greatest influence in our success and glad that we selected the right contractor. You have definitely made your mark here at HECO and have set the bar very high for future contractors!”

Thank you for being you...keep doing what you do...keep that good karma flowing!”

I adored Lori's leadership style, managerial skills, kindness and personal friendship. I trusted her. Lori told me that, “I just treat everyone as I like to be managed.” Learned that the manager I trusted with my job, professional career and life failed to properly onboard me and prepare me for the culture at HECO. She wouldn't want to be treated as she treated me.

Lori wrote to me on July 30, 2018: “We are very excited and looking forward to working with you! Please follow the enclosed Background Check instructions for Applicants beginning on page 2 to begin the background check process.”

My Asian female manager never informed me about corporate legal medication policy. She did however take the time to tell me about what to wear:

“We are looking forward to having you onboard with us on Monday! Our dress culture is business casual. Most of the guys wear aloha shirts with khakis/slacks; some wear jeans, but most people save jeans/polo shirts for casual Fridays. Most wear comfortable dress shoes or loafers, some wear sneakers....I almost always change to sneakers even with my dresses because I have a standing desk. Bring a light jacket as it can get cold in some areas of the office.”

Safety of staff, the company, my coworkers and general public was not a high priority to her — or HECO executives. Lori was responsible to inform me about use of legal and prescription drugs PRIOR to beginning work:

5.0 Use of Legal and Prescription Drugs – Employees who are undergoing medical treatment taking prescribed medication with a controlled substance must report this treatment to his/her supervisor prior to beginning work, so that the supervisor may determine, after consultation with the Corporate Health & Wellness Director (Hawaiian Electric), Manager of Administration (Hawai'i Electric Light), or Human Resources Director (Maui Electric), whether the employee can perform his/her assigned duties in a safe and efficient manner. If the employee is not able to perform his/her assigned duties in a safe and efficient manner because of prescription medication, it may be necessary to reassign or relieve the employee from duty while on that medication/treatment.

Regardless, I loved my manager! After HECO fired me on Monday, February 25th, my kind Asian female manager never checked on me. Is this how Lori would want to be treated? She never fought for me. She didn't call me. She didn't encourage me. She didn't offer me a honoring lunch, as other contractors received. She treated me as a criminal and drug thug. I was a disabled, injured male who used a legal, prescribed medication — an alternative to deadly, addictive opioid drugs.

I was suicidal. Lori never apologized to me for failing to properly prepare me for HECO culture. Asian women can be that way. They are kind, compassionate, but also demonstrate deep insecurity if they make a mistake or error. Society has demanded more accountability from men. Society expects men to, “Man Up! Accept your actions. Apologize! Be better going forward.”

HECO confirmed I was selected for the permanent role. Informed Lori and my coworkers. HR director Shana Bucu shockingly told me I was fired Monday before lunch. I was deep in projects and work. Shana demanded I immediately exit the building, not respond to emails or send unfinished work to colleagues. I felt like a radioactive and toxic leper being banished to Moloka'i.

Shana crushed me emotionally and psychologically. She also treated me as a criminal, a drug thug, due to my legal, prescribed medication. Do any of these females at HECO care about the feelings of employees, staff or other professionals? Is this just treatment for a White male. They don't treat other women in this manner. They treated me as if I were pond scum.

When HECO offered me to transition from contract employee to permanent role, I asked my HR rep, Elizabeth “Liz” Deer, about my legal, prescribed medication.

I remember that she told me I would be fine. HECO reported that Liz claims to have said: “I don't believe it will be a problem, but I will inform my supervisor of the situation and if there are any issues, someone will get back to you.” Liz was my assigned rep. I trusted her. She did not inform me that she was poorly trained and unaware of HECO policy. She pretended to be an expert.

additional information.¹ Deer told Goold, “I don't believe it will be a problem, but I will inform my supervisor of the situation and if there are any issues, someone will get back to you.” Deer was not aware of HECO's specific policies regarding the usage of marijuana. Again, Deer was an employee of Kumabe HR, which only provided limited human resources services.

I served as a HECO DBA. I must deal in certainties. Had Liz actually said this to me, I would have asked to speak to someone who was certain. Even considering her words at face value, Liz led me to believe I would be fine. The correct answer was, “No, you will not be fine.” Liz also had a

responsibility to give me accurate information. An ethical person would say, “I don’t know. Let me ask.” Or, “I’m not sure. You should call Shana.”

Liz Deer has refused to apologize to me. Women can be that way. Society demands more from men. We are expected to speak truthfully and completely. If we fail, society expects a man to apologize. Women have not yet learned that Character Counts.

Liz apparently reported to her supervisor, Shana Bucu, about my confusion and medical situation. Shana did not get back to me. Liz had promised someone would contact me if there were issues. Liz lied to me. There were issues and nobody got back to me. No apology from Liz. Women are not held to high standards like men.

Shana knew I was unclear about policy. Shana allowed me to walk off a cliff. I was a disabled, injured male employee who honestly, ethically and professionally told HR about my legal, prescription medication. Shana threw me under the bus. I had trusted Shana. There is a clear pattern here. One cannot TRUST female management. None can look me in the eye today. They hide behind corporate walls and refuse to speak with me. They owe me an apology! Honorable people would say they are sorry! Honorable people would reach out their hand, apologize, shake hands and move forward. Cowards hide!

After her last phone call with Goold, Deer immediately informed Bucu about Goold’s claimed marijuana use. Bucu told Deer to allow Goold to take the test, and a decision would be made once HECO received the test results.

Shana lied to me claiming Liz Deer never informed her about our conversation. (see Appendix A: Thao Tran April 12, 2019 letter, p1-2: “Indeed, even if, assuming *arguendo*, that Mr. Goold did tell Ms. Deer of his asserted disability, Mr. Goold admitted that Ms. Deer did not inform ‘her superiors, including Ms. Bucu,’ the Company’s HR Business Partner, of his medical use of cannabis. In this respect, Hawaiian Electric could not have been motivated to rescind Mr. Goold’s job offer because of his ‘disability and related medical issues’ or his use of cannabis for medicinal purposes, as Mr. Goold so claimed.”¹) Thao Tran misled and deceived my attorney, Joseph T. Rosenbaum, Esq. Hawaiian Electric knew.

Liann Ebesugawa, Assistant General Counsel & Assistant Corporate Secretary for Hawaiian Electric Industries, Inc., and also commissioner with Hawai’i Civil Rights Commission, ensured my discrimination case was not investigated for over 3.5 years. Sat on Director Bill Hoshijo’s desk.

I begged to speak to HECO’s legal and compliance team. Simply wanted to work. Imagine that ... I’m an elderly White male and just wanted to work. How many youngsters don’t like work today. How many complain? Loved my job. Respected my manager, coworkers and company. I did everything right, per the rules given to me. HECO management, and my female colleagues, Liz, Shana and Lori, failed. They kept their jobs. I got the boot, like a diseased dog, I was booted from the company.

HECO executives refused to speak to me. They forced me to hire an attorney. Obtaining legal representation puts the individual in an adversarial relationship. Parties are no longer friendly. As an employee, I was now marked as a trouble maker or problem candidate.

¹ When Shana Bucu fired me 2.25.29, I told her about my conversation with Liz Deer. Shana told me she had not spoken with Liz, and that Liz had not reported my conversation to her.

HECO attorneys Thao Tran and Susan Li responded. They demanded that I sign an agreement giving up my rights, accepting a one-year probation, and immediately ending use of my legal, prescription medication “Cold Turkey.” (See Appendix A)

Doctors are wary of such draconian requirements. I was using an alternative to opioid medication. Taking someone off an opioid Cold Turkey can kill them. Doctors prefer to taper the patient off the medication over time. Attorneys Thao and Susan were practicing medicine without a license.

Asked Thao and Susan to be allowed to taper off my medication. Denied. Initially, the attorneys gave me 30 days to detox. Experts were uncertain I could pass a drug screen in 30 days, as THC-COOH remains in fat stores. The attorneys enlarged the period to 45 days, but would not allow me to taper. Forced me into a Cold Turkey detox.

These Asian females attorneys demonstrated gross incompetence and negligence in this matter. Cold Turkey withdrawal was brutal. As THC-COOH remained in fat stores, I needed also to lose body fat. I went on a starvation diet of eight eggs and a couple slices of pineapples per day, until I nearly passed out. Dropped from 193lbs to about 178lbs in three weeks.

Two weeks prior to beginning this inhumane detoxification process, a distracted driver splattered me all over Ala Moana Boulevard pavement. EMTs rushed me to Queens. The accident left me with a broken pelvis, dislocated shoulder and road rash along the left side of my body.

Due to HECO’s harsh demands, I had to end all pain medication. The pain was excruciating. Couldn’t sleep. My wife claimed I was “out of my mind.” Said she no longer recognized this person. Due to the intense pain, lack of sleep, agitation and emotional trauma, I was a screaming madman!

Some claim Asian women are kind, compassionate and caring. Thao Tran, Susan Li and Lori Yafuso never checked on me. I was suicidal, hopeless, isolated, frustrated and suffering an extreme mental, emotional and physical health crisis.

NONE cared about me at all. I have been deeply close to the Asian community for much of my life — in particular working with Asian females. I have always considered Asians to be the BEST & BRIGHTEST in America. Still do!

I do not however feel that way about Asian female managers in Hawai’i. In my experience, they are not highly trained; they are frankly incompetent; and they are grossly cruel and uncaring.

These are the lessons learned from my five years of research. I was deeply concerned about the competency of HECO after my termination. Those fears were further realized after HECO equipment ignited fires that destroyed Lahaina, incinerated at least 101 human beings and keiki, and displaced some 10,000+ of our 'Ohana. HECO CEO Shelee Kimura still has not apologized. She admits her company had no plan to de-energize power lines during high wind emergencies. Electricity providers on mainland knew of this safety protocol. They evolved. Management in the islands lags far behind safety standards of mainland. HECO execs were caught with their panties down!

I have learned never to TRUST female management, particularly Asian management, in Hawai’i. These individuals bring shame and dishonor to Asians across America.

I now prepare to tell this story to America. Hawai'i has a marketing strategy of claiming to be the Aloha state. In reality, management is cruel and uncaring to hard working professionals and their families. Management puts residents and visitors at safety risk. We can never trust them again! We can never forget.

Asian Female Management Cannot Be Trusted to Protect our 'Ohana

Hawaiian Electric

Liann Ebesugawa

Shana Bucu



Thao Tran

Susan Li

CEO Connie Lau

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HECO CEO Shelee Kimura Lahaina Special Edition



**SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE
AND THE HAWAII RULES OF EVIDENCE**

April 12, 2019

**Via U.S. Postal Mail &
Email (jtr@frlawhi.com)**

Joseph T. Rosenbaum, Esq.
Fujiwara & Rosenbaum, LLLC
1100 Alakea Street, Floor 20, Suite B
Honolulu, HI 96813

Re: Mr. Scott Goold

Dear Joe:

Hawaiian Electric Company, Inc. ("Hawaiian Electric" or the "Company") is in receipt of your letter, dated March 25, 2019, which requests that the Company reconsider its rescission of the conditional offer of employment to Mr. Jeffrey Scott Goold (also known as Mr. Scott Goold) due to his confirmed positive drug test. Thank you for the additional time to consider and respond to your request.

At the outset, we do not agree with the conclusion that Hawaiian Electric violated the disability discrimination law. Such conclusion is based on substantial factual and legal errors contained in the commentary of your letter, which need to be corrected before any meaningful settlement discussion can take place.

Hawaiian Electric has a strong commitment to maintaining a non-discriminatory working environment. Hawaiian Electric also has a vital interest in ensuring a safe working environment for all employees, including the prevention of possible accidents and injuries resulting from the potential misuse of alcohol and drugs. The unlawful or improper presence or use of drugs or alcohol in the workplace presents a danger to everyone.

In this respect, Hawaiian Electric maintains a drug-free workplace policy and requires all applicants to whom Hawaiian Electric has given a conditional offer of employment to submit to a pre-employment drug test and receive a negative result as a condition of employment. Any applicant who received a confirmed positive drug test result will be ineligible for employment with Hawaiian Electric. Consistent with Hawaiian Electric's established process, Mr. Goold was offered the position of Database Analyst, conditioned upon his negative drug test. Mr. Goold, however, did not pass his drug test. Upon receiving the confirmed positive test and consistent with the express terms of Mr. Goold's conditional offer, Hawaiian Electric rescinded the conditional offer of employment to Mr. Goold.

We questioned the validity of Mr. Goold's assertion that he informed the Company's HR Service Center Representative, Ms. Elizabeth Deer, of his disability and his use of cannabis for his disability prior to his drug test.¹ Ms. Deer's responsibility in the pre-employment process was to schedule a date and time for the drug screen and communicate such appointment to the applicant. Indeed, even if, assuming *arguendo*, that Mr. Goold did tell Ms. Deer of his asserted disability, Mr. Goold admitted that Ms. Deer

APPENDIX A

¹ We further questioned the accuracy of Mr. Goold's summary of his conversation with Ms. Shana Bucu, the Company's HR Business Partner, and the events that transpired. However, for purposes of this letter, we do not deem it necessary to delve into the particulars of the factual errors.

did not inform "her superiors, including Ms. Buco," the Company's HR Business Partner, of his medical use of cannabis. In this respect, Hawaiian Electric could not have been motivated to rescind Mr. Goold's job offer because of his "disability and related medical issues" or his use of cannabis for medicinal purpose, as Mr. Goold so claimed. It is undisputed that Hawaiian Electric was not aware of Mr. Goold's asserted disability and related medical issues at any time before the decision to rescind was made. Rather, as discussed above, Mr. Goold received a positive drug test and, in accordance with the Company drug-free workplace policy and as consistently enforced with all applicants testing positive, Mr. Goold was no longer eligible to work at Hawaiian Electric.

Mr. Goold, therefore, was not discriminated against because of his asserted disability. The Hawaii Supreme Court has declared that, because the Hawaii statute and Hawaii Administrative Rules ("HAR") prohibiting discrimination based on disability are textually similar to the Americans with Disabilities Act ("ADA"), it adopted the analysis for establishing *prima facie* case of disability discrimination under Hawaii Revised Statutes ("HRS") § 378-2 that was established in Sutton v. United Air Lines, Inc., 527 U.S. 417 (1999). French v. Hawaii Pizza Hut, Inc., 105 Hawaii 462, 467, 99 P.3d 1046, 1051 (2004). Specifically, to establish a *prima facie* case of disability discrimination,

a plaintiff has the burden of establishing that: (1) he or she is an individual with a "disability" within the meaning of the statute; (2) he or she is otherwise qualified to perform the essential duties of his or her job with or without reasonable accommodation; and (3) he or she suffered an adverse employment decision **because of his or her disability.**

Id. (citation omitted) (emphasis added). There must be a causal link between Mr. Goold's asserted disability and the adverse employment action, *i.e.*, the rescission of the offer of employment. There is no such link in this case and Mr. Goold cannot prove otherwise. Mr. Goold cannot deny that Hawaiian Electric withdrew its offer because he tested positive for cannabis, which reflected his use of cannabis. Mr. Goold will not be able to demonstrate that his employment offer was rescinded because of his asserted disability, which was never disclosed to Hawaiian Electric.

Moreover, Hawaiian Electric is not legally obligated to engage in the interactive process, even if Mr. Goold informed the Company of his qualified status as a medical cannabis user. As discussed above, Hawaii courts have determined that, because of the textual similarity between the ADA and Hawaii statutes and HAR prohibiting disability discrimination, they look "to the federal courts' interpretation of the ADA for guidance." Suzuki v. State, 119 Hawaii 288, 297-98, 196 P.3d 290, 299-300 (App. 2008); French, 105 Hawaii at 476, 99 P.3d at 1051. Like the ADA, the HAR relating to disability discrimination, promulgated to implement HRS Chapter 378, provides that the protection of the discrimination statute does not apply to persons who are currently engaged in the illegal use of drugs. HAR § 12-46-19. The federal Controlled Substances Act prohibits the possession of marijuana without regard to whether it is used for medicinal purposes. It follows that interpreting Hawaii disability discrimination law consistent with the ADA, Hawaii disability discrimination law also does not apply to persons who are currently engaged in the use of medical marijuana. Indeed, nothing in Part IX of HRS Chapter 329 (Medical Use of Cannabis), which you conveniently did not mention in your letter, requires an accommodation for the medical use of cannabis or limit the range of allowable private employment actions. The legislature could have very well provided employment protection for qualified medical cannabis users, just as it carved out protection against prosecution involving cannabis and searches and seizures pertaining to the misapplication of the medical use of cannabis. HRS § 329-125. It did not. Other courts have found that their similar state medical marijuana laws do not regulate private employment action. See Casias v. Wal-Mart Stores, Inc., 695 F.3d 428 (6th Cir. 2012) (Michigan Medical

Marihuana Act (MMMA) did not restrict private employer's ability to discipline employee for medical marijuana use, and thus, could not support wrongful discharge claim – its law only afforded defense against criminal prosecution and did not expressly refers to employment); Roe v. TeleTech Customer Care Mgmt., LLC, 216 P.3d 1055 (Wash. App. 2009) (“[I]t is unlikely that voters intended to create such a sweeping change to current employment practices [under the Medical Use of Marijuana Act].”); Ross v. RagingWire Telecomms., Inc., 174 P.3d 200, 203 (Cal. 2008) (“Nothing in the text or history of the Compassionate Use Act [California's medical marijuana law] suggests the voters intended the measure to address the respective rights and duties of employers and employees.”). Hawaiian Electric, therefore, was under no legal obligation to make an exception to its drug-free workplace policy for Mr. Goold, regardless of his medical cannabis prescription.

Based on the foregoing, we are unconvinced that Mr. Goold will be able to prevail on his discrimination claims against Hawaiian Electric.

However, this letter is made in the spirit of compromise and settlement. Nothing in this letter is intended to be an admission of any fact or other matter and is made pursuant to Rule 408 HRE and FRE.

Hawaiian Electric is willing to re-offer Mr. Goold the position of Database Analyst, under the same terms and conditions as discussed in his offer letter, dated February 11, 2019, provided that Mr. Goold agrees to the following additional terms and conditions:

1. Per his request and before he can commence work with the Company, Mr. Goold will be provided the opportunity to obtain an alternative medication so that he is no longer using cannabis.
2. Mr. Goold must re-take and pass another drug test prior to his first day of work with the Company. This drug test shall include but not be limited to testing for cannabis and its component. Mr. Goold will be allowed not more than thirty (30) days to provide a negative drug test result from the execution of this agreement. Testing shall be administered at a Company approved facility and the cost of the test shall be at Mr. Goold's expense. Failure to provide the negative drug test within the prescribed time period will result in permanent rescission of the offer of employment.
3. For a period of twelve (12) months from his first day of work with the Company, Mr. Goold will be subject up to four (4) unannounced drug tests, at any date and time (during Mr. Goold's regular work hours) determined in the Company's sole discretion. A positive test result will be grounds for immediate termination of employment, notwithstanding the violation disciplines set forth in the Company's Substance Abuse Policies and Procedures and regardless in any change in laws relating to the use of medically prescribed marijuana unless such law is expressly made retrospective to existing contracts previously executed.
4. Mr. Goold, his heirs, assigns and personal representatives (the “Releasing Parties”) agree to forever release, without any condition, any and all claims, whether known or unknown, from the beginning of time to the date of this Agreement, that they may have against Hawaiian Electric, its officers, directors, agents, employees, representatives, insurers, including any parent, subsidiaries and affiliated entities and all of their respective heirs and/or assigns (the “Released Parties”). This includes but shall not be limited to any and all claims asserted and/or alluded to in communications with Hawaiian Electric (including your letter dated March 25, 2019) and any

and all claims under any state, federal or local law arising out of and/or related to Mr. Goold's offer of employment and rescission of such offer.

5. Should Mr. Goold be terminated from employment as of result of his positive test or a breach of this Agreement, Mr. Goold shall not reapply to Hawaiian Electric for employment and shall not, individually and/or with any other person(s) and/or entity(ies) and/or in any way, file and/or otherwise commence, join, assist, prosecute, encourage, cause or permit any lawsuits, actions, claims, demands, and/or other proceeding against the Released Parties arising out of, involving and/or related to events, occurrences, and/or transactions predating the date of his termination from employment.
6. The Released Parties do not admit any wrongdoing and specifically deny any wrongdoing.
7. Mr. Goold also will not disclose, orally or in writing, directly or indirectly, the terms of settlement with Hawaiian Electric or the terms of this Agreement. Mr. Goold may make such disclosure to his attorneys and/or as required by any court subpoena or court order. In the event of a breach under the terms of this provision, such a breach shall be considered a material breach for which Mr. Goold agrees there is no adequate remedy at law and Hawaiian Electric shall be entitled to terminate Mr. Goold's employment and may seek temporary and permanent injunctive relief together with damages and recovery of its attorneys' fees and costs.
8. As an employee of the Company, Mr. Goold agrees to perform his work and responsibilities in a satisfactory manner and abide by all policies and procedures of the Company, as adopted and revised by the Company from time to time, including but not limited to the Corporate Code of Conduct, Substance Abuse Policies and Procedures, and Social Media Policy.
9. Nothing in this Agreement may be used to justify interfering with Mr. Goold's protected rights (e.g., to file a charge or to participate in an investigation or proceeding conducted by any federal, state or local governmental agency); however, the Releasing Parties agree to waive and shall waive any remedy that may be awarded and the amounts paid herein shall be considered an advance on any awards.
10. Nothing in this Agreement is intended or should it be considered as an employment contract for a definite or indefinite period of time. Mr. Goold understands that the offer of employment is for at-will employment.
11. This Agreement contains the entire understanding of the parties hereto, and fully supersedes any and all prior agreements or understandings pertaining to the subject matter of this Agreement. In the event any provision of this Agreement is found to be unlawful, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement and the court/arbitrator may revise the offending provision and enforce the remaining provisions, that it deems valid.
12. This Agreement is entered into and shall be governed by, enforced in, and interpreted under the laws of the State of Hawaii. In the event of a dispute or breach of any of the terms of this letter, the parties agree to arbitrate any such disagreement in Honolulu, Hawaii, pursuant to the existing arbitration rules and procedures of Dispute Prevention and Resolution, Inc. ("DPR").

The parties agree to use the Arbitrator selection procedures set forth by DPR, and as provided for by the Federal Arbitration Act.

13. This Agreement may be executed in two or more counterparts, or by e-mail/facsimile, and any set of counterparts, which is collectively executed by all the parties, shall be sufficient proof of the Agreement.

14. Once this Agreement is fully executed and accepted, the parties agree that the terms of the Agreement are enforceable and that each party will be responsible for paying its own attorneys' fees and costs.

The above offer will expire unless accepted in writing and received by our office on or before **Monday, April 22, 2019 at 4:00 p.m. HST.**

Thank you for your prompt attention to this matter. We look forward to hearing from you soon.

Sincerely,



Thao T. Tran
Sr. Associate General Counsel

UNDERSTOOD AND AGREED:

APPROVED AS TO FORM:

JEFFREY SCOTT GOOLD
(also known as SCOTT GOOLD)

JOSEPH T. ROSENBAUM, ESQ.

Date:

Date:

UNDERSTOOD AND AGREED:

HAWAIIAN ELECTRIC COMPANY, INC.

By: Susan Li
Its: Sr. Vice President, General Counsel, Chief Compliance
& Administrative Officer & Corporate Secretary

Date: