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STACY KEALOHALANI FERREIRA

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STACY KEALOHALANI FERREIRA,

Plaintiff,

vs.

OFFICE OF HAWAIIAN AFFAIRS;
KAIALI'I KAHELE, Individually and in
His Official Capacity; KEONI SOUZA,
Individually and in His Official
Capacity; DAN AHUNA, Individually
and in His Official Capacity; KALEI
AKAKA, Individually and in Her Official
Capacity; KELI'I AKINA, Individually
and in His Official Capacity; LUANA
ALAPA, Individually and in Her Official
Capacity; BRICKWOOD GALUTERIA,
Individually and in His Official
Capacity; CARMEN HULU LINDSEY,
Individually and in Her Official
Capacity; JOHN D. WAIHE'E IV,
Individually and in His Official

Civil No.: _____
(Other Civil Action)

**COMPLAINT; DEMAND FOR JURY
TRIAL; EXHIBITS "A" – "B";
SUMMONS**

[Caption Continued on Next Page]

Capacity; SUMMER L.H. SYLVA,
Individually and in Her Official
Capacity; JOHN DOES 1-10; JANE
DOES 1-10; DOE AGENCIES 1-10,

Defendants.

COMPLAINT

Plaintiff STACY KEALOHALANI FERREIRA (“Ferreira”), by and through her attorneys, Bronster Fujichaku Robbins, brings this action against Defendants OFFICE OF HAWAIIAN AFFAIRS (“OHA”); KAIALI‘I KAHELE, Individually and in His Official Capacity (“Kahele”); KEONI SOUZA, Individually and in His Official Capacity (“Souza”); DAN AHUNA, Individually and in His Official Capacity (“Ahuna”); KALEI AKAKA, Individually and in Her Official Capacity (“Akaka”); KELI‘I AKINA, Individually and in His Official Capacity (“Akina”); LUANA ALAPA, Individually and in Her Official Capacity (“Alapa”); BRICKWOOD GALUTERIA, Individually and in His Official Capacity (“Galuteria”); CARMEN HULU LINDSEY, Individually and in Her Official Capacity (“Lindsey”); JOHN D. WAIHE‘E IV, Individually and in His Official Capacity (“Waihe‘e”); and SUMMER L.H. SYLVA, Individually and in Her Official Capacity (“Sylva”) (collectively, “Defendants”), and alleges and avers as follows:

INTRODUCTION

1. Pursuant to the Hawai‘i Whistleblowers’ Protection Act, HAW. REV. STAT. (“HRS”) §§ 378-62 and 378-70 (“HWPB”), employers are prohibited from retaliating against employees who report official misconduct.

2. On June 29, 2025, Ferreira reported to the Board of Trustees of the Office of Hawaiian Affairs (“Board” or “Board of Trustees”) that Kahele, Chairperson of the Board, unlawfully violated the State Ethics Code, breached his fiduciary duties of care, confidentiality, impartiality, and loyalty, and frequently broke OHA’s executive policies during his short tenure as an OHA Trustee.

3. Fearing retaliation, Ferreira implored that the Board immediately safeguard her and any witnesses who spoke against Kahele.

4. On July 2, 2025, Ferreira reported Kahele’s unlawful activity and misconduct to the Attorney General of the State of Hawai‘i. As soon as the Board of Trustees learned of Ferreira’s report to the Attorney General, the Board, at Kahele’s direction, immediately retaliated against Ferreira by unlawfully removing her from her position as OHA administrator in violation of the HWPB.

5. To conceal their unlawful conduct from public scrutiny, the Board secretly voted in executive session to remove Ferreira and appoint Sylva as interim administrator in violation of the Sunshine Law’s open meetings requirement. *See* HRS § 92-3. In other words, the Board did not want the public to be aware of what was discussed.

PARTIES

6. Plaintiff STACY KEALOHALANI FERREIRA is a resident of the City and County of Honolulu and served as administrator of the Office of Hawaiian Affairs until September 23, 2025. Ferreira formerly served as Budget Chief for

the Hawai‘i State Senate, where she played a key role in shaping and formulating state budgets. She holds a bachelor’s degree in communications and a master’s degree in education from the University of Hawai‘i at Mānoa.

7. Defendant OFFICE OF HAWAIIAN AFFAIRS is a semi-autonomous agency of the State of Hawai‘i created in 1978 by Article XII § 5 of the Hawai‘i State Constitution. OHA is governed by a nine-member Board of Trustees, which is an agency, board, commission, authority, or committee of the State of Hawai‘i within the definition of “Board” under HRS § 92-2. OHA trustees are elected to four-year terms by popular suffrage.

8. Defendant KAIALI‘I KAHELE is the Chairperson of the Board of Trustees of the Office of Hawaiian Affairs and has served as Hawai‘i Island Trustee since 2024. Kahele is sued individually and in his official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

9. Defendant KEONI SOUZA is the Vice Chairperson of the Board of Trustees of the Office of Hawaiian Affairs and has served as At-Large Trustee since 2022. Souza is sued individually and in his official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

10. Defendant DAN AHUNA has served as Kaua‘i & Ni‘ihau Trustee of the Office of Hawaiian Affairs since 2012. Ahuna is sued individually and in his official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

11. Defendant KALEI AKAKA has served as O‘ahu Trustee of the Office of Hawaiian Affairs since 2018. Akaka is sued individually and in her official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

12. Defendant KELI‘I AKINA has served as At-Large Trustee of the Office of Hawaiian Affairs since 2016. Akina is sued individually and in his official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

13. Defendant LUANA ALAPA has served as Moloka‘i & Lāna‘i Trustee of the Office of Hawaiian Affairs since 2020. Alapa is sued individually and in her official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

14. Defendant BRICKWOOD GALUTERIA has served as At-Large Trustee of the Office of Hawaiian Affairs since 2022. Galuteria is sued individually and in his official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

15. Defendant CARMEN HULU LINDSEY has served as Maui Trustee of the Office of Hawaiian Affairs since 2012. Lindsey is sued individually and in her official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

16. Defendant JOHN D. WAIHE‘E IV has served as At-Large Trustee of the Office of Hawaiian Affairs since 2000. Waihe‘e is sued individually and in his official capacity as Trustee of the Board of Trustees of the Office of Hawaiian Affairs.

17. Defendant SUMMER L.H. SYLVA is the interim administrator of the Office of Hawaiian Affairs. Sylva is sued individually and in her official capacity as interim administrator of the Office of Hawaiian Affairs because this action seeks to void Sylva's unlawful appointment.

18. JOHN DOES 1-10, JANE DOES 1-10, and DOE AGENCIES 1-10 are persons, partnerships, corporations, entities, or governmental units whose names are currently unknown to Ferreira. As a precaution, unidentified defendants have been included in this action in the event it is later discovered that there are necessary parties that have not yet been named, or are not yet known to Ferreira.

JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction over this civil action pursuant to HRS §§ 378-63, 603-21.5, and 92-12.

20. Venue is proper in this Court pursuant to HRS §§ 603-36(5) and 92-12(c) because the tortious conduct and injuries at issue occurred in this circuit.

FACTUAL ALLEGATIONS

21. On November 1, 2023, the Board of Trustees entered into a three-year contract with Ferreira to serve as administrator of the Office of Hawaiian Affairs, concluding on October 31, 2026.

22. As administrator, Ferreira was responsible for implementing and ensuring compliance with the Board's policies, rules, plans, and directives.

23. Under the Board's direction, Ferreira administered OHA's executive functions and programs in a timely, efficient manner, prioritizing the Board's initiatives.

24. On December 4, 2024, Kahele was sworn in as an OHA trustee and elected Chairperson of the Board.

25. OHA is a state agency governed by a board of nine elected trustees. Kahele was not elected to unilaterally run the Office of Hawaiian Affairs.

26. The Hawai'i State Constitution, HRS § 10-1, *et seq.*, OHA's Executive Policy Manual ("EPM"), and OHA's Bylaws do not grant Kahele the power he regularly and improperly exercised.

27. No trustee has sole authority to set policy or manage the day-to-day affairs entrusted to Ferreira's administration.

28. Instead of respecting OHA's executive structure, Kahele pushed Ferreira aside and assumed the administrative responsibilities that were in Ferreira's purview as chief executive.

29. Kahele consolidated his authority by repeatedly undermining, usurping, and circumventing Ferreira's ability to fulfill her responsibilities as administrator.

30. Despite Ferreira's repeated requests that administrative and operational matters be routed through her office in accordance with OHA's executive structure, Kahele engaged directly with staff, issued directives, and assigned projects without her awareness.

31. Kahele exerted undue influence, destabilized reporting structures, created a power imbalance, and compromised the public integrity in OHA's governance.

32. Kahele fostered a toxic environment of coercion and intimidation, characterized by unrealistic workloads, unreasonable deadlines, and micromanagement. These actions directly interfered with leadership, staff well-being, and job performance across OHA.

33. OHA staff, including senior executives, report pervasive fear, stress, and burnout and have been targeted and humiliated by Kahele during public board meetings.

34. On or about June 26, 2025, Kahele terminated longtime Native Hawaiian rights advocate and attorney Richard Naiwieha Wurdeman from his position as Board counsel without consultation, approval, or notice to the Board.

35. Kahele then retained new outside Board counsel without consultation, approval, or notice to the Board.

Kahele's Interference in the Biennium Budget

36. Pursuant to OHA's EPM, as administrator, Ferreira was responsible for evaluating, formulating, and recommending to the Board of Trustees a proposed biennium budget.

37. Under her employment contract with OHA, Ferreira was hired, in part, to "[d]evelop for Board approval OHA biennium budgets. . ."

38. Under OHA's EPM, in effect as of May 31, 2025, the Board's role was limited to "[c]onsider[ing] the proposed Biennium Budget" recommended by Ferreira's administration.

39. Although Ferreira's employment contract and OHA's EPM both require that the administrator develop and propose the biennium budget, on or about June 2, 2025, Kahele discarded the EPM and developed his own biennium budget without Board consultation or approval.

40. Although review of the biennium budget was under the purview of the Budget and Finance Committee, and not yet with the full Board, Kahele independently bypassed Budget and Finance Committee leadership and directed a new budget be prepared with then-Chief of Staff Summer Sylva, Deputy Chief of Staff Alena Auyoung, and Finance Analyst Grace Chen.

41. As a public official and trustee, Kahele is required by the State Ethics Code, HRS Chapter 84, to keep confidential any information concerning the budget that is not publicly available and is expressly prohibited from using that information to benefit either himself or a third party.

42. On or about June 17, 2025, Kahele directed his aide to email a Native Hawaiian organization, and potentially others, to solicit testimony in support of his proposed budget, which included a testimony template and a specific budget line item favorable to that organization.

43. In exchange for public support from the Native Hawaiian organization that would lobby in favor of his deeply unpopular proposed biennium budget, Kahele conveyed confidential and preliminary budget

information to that organization, which would benefit from the budget's passage.

44. Ferreira reasonably believed that Kahele's disclosure violated the State Ethics Code and OHA's EPM on confidentiality because the email implied that his proposed budget would be approved by the end of the month and disclosed confidential and nonpublic budgetary details prior to their official release, which had not been made publicly available until the following day.

45. Between June 20 and June 24, 2025, Kahele issued multiple directives to Ferreira, Ramona Hinck ("Hinck"), the Chief Financial Officer, and Ryan Lee ("Lee"), the Endowment Director, demanding that they certify his proposed biennium budget that had been developed entirely outside the administration's executive and division leadership.¹

46. Ferreira and Hinck, having played no role in crafting Kahele's biennium budget, raised serious concerns regarding material inaccuracies and the absence of a transparent development, review, and vetting process.

47. Being an integral part of the budgetary process, certification requires adequate time and a careful, extensive analysis and balancing process to determine whether the requested funds are actually available based on the sources of funds.

¹ Blaze Lovell, *OHA Staff Baffled By Spending Plan Filled With Dramatic Cuts, Changes*, Civil Beat (June 30, 2025), <https://www.civilbeat.org/2025/06/oha-staff-baffled-spending-plan-cuts-changes/>.

48. Hinck informed Kahele that certifying his biennium budget under those circumstances would violate professional standards.

49. On Friday, June 20, 2025, Kahele emailed Hinck, demanding that she certify his biennium budget by Monday morning, June 23, 2025. Hinck declined.

50. On Sunday, June 22, 2025, Kahele emailed Ferreira, directing her to order Hinck to certify his biennium budget by the following morning.

51. Kahele's directive placed Ferreira in an ethically untenable and coercive position. Kahele's persistent directives made clear that her refusal would be interpreted as insubordination or grounds for removal.

52. Against her professional judgment and ethics, Ferreira relayed Kahele's directive to Hinck. In response, Hinck again declined and reiterated to Kahele that the process was fundamentally flawed and that the pressure he exerted to certify his biennium budget constituted harassment and intimidation.

53. On June 24, 2025, Kahele again ordered Ferreira and Lee to certify his biennium budget that day, inducing them make false statements and subject them to criminal sanctions Ferreira responded that Kahele was overreaching his authority by bypassing the Board's Committee on Budget and Finance.

54. Under pressure, Ferreira and Lee drafted a conditional certification that they could truthfully stand by and submitted it to Sylva, the then-chief of staff, for Kahele's review. The draft was rejected by Sylva after Kahele reviewed

the revised statement because it failed to meet his unilateral demands. The original certification statement being the only acceptable statement for Lee to sign, he agreed to do so just minutes before Kahele's self-imposed deadline.

55. That same day, the financial analyst working with Kahele on his proposed biennium budget identified additional errors in the budget, requiring another revision. This confirmed Ferreira and Hinck's earlier concerns that Kahele's budget was unstable and unreliable because the funds were not properly accounted for.

56. The release of a revised third version of Kahele's biennium budget undermined confidence in the accuracy, fidelity, and reliability of the June 18, 2025 budget, which had been posted online as the "final" budget for the trustees' review.²

57. Kahele was unconcerned with the accuracy of his proposed biennium budget or any potential compromise to OHA's financial integrity.

58. By misappropriating Ferreira's responsibility to prepare the biennium budget — as designated by her employment contract and OHA's EPM — and demanding that Ferreira, Hinck, and Lee expose themselves to legal jeopardy by falsely certifying that the funds for his budget were accounted for,

² Kahele's biennium budget was deeply unpopular and proposed cutting funds to certain Hawaiian immersion schools and eliminated millions in grants to various organizations. See Blaze Lovell, *OHA Trustees Race To Beat Deadline For New Controversial Budget*, Civil Beat (June 30, 2025), <https://www.civilbeat.org/2025/06/oha-staff-baffled-spending-plan-cuts-changes/>.

Kahele violated OHA's rules and professional standards, and demonstrated a lack of integrity, transparency, and due diligence.

59. Kahele's actions eliminated the fiduciary safeguards designed to protect OHA, replacing OHA with a process driven by intimidation and singular authority. Kahele's pattern of coercion, undue pressure, and executive interference directly compromised professional standards, eroded public trust in OHA, and placed the executive team in ethical, legal, and professional jeopardy by asking Ferreira, Hinck, and Lee to certify the budget knowing that the funds were not properly accounted for.

60. On June 30, 2025, the Board approved Kahele's biennium budget.

61. On or about August 21, 2025, the Board amended OHA's EPM to formally grant itself, "or an appropriate designee," authority to prepare the biennium budget. This was an effort to cover for Kahele's disregard of OHA's prior EPM.

62. On or about August 21, 2025, the Board further amended OHA's EPM to grant itself the authority to not just "consider" the administration's proposed biennium budget, but to "amend, or reject" it. The previous version of the EPM, effective May 31, 2025, only permitted the Board to "consider" the budget. Moreover, this amendment now permits the Board to "introduce and adopt its own budgetary or financial proposals as it deems necessary."

63. The Board recognized that Kahele's subversion of Ferreira's role in the budgeting process violated OHA's EPM and the longstanding responsibilities traditionally held by the administrator.

Ferreira's Report Against Kahele

64. On June 29, 2025, Ferreira reported Kahele's misconduct to the Board of Trustees, Everett H. Ohta ("Ohta"), Interim Corporation Counsel, and Corey Nakamoto, Director of Human Resources.

65. Ferreira informed them that Kahele unlawfully violated the State Ethics Code, breached his fiduciary duties of care, confidentiality, impartiality, and loyalty, broke OHA's executive policies, abused his authority, and engaged in conduct unbecoming of a chair and trustee.

66. Ferreira urged the Board and authorized authorities to take immediate action to protect her and others and authorize an independent investigation into Kahele's misconduct. Ferreira further asked that the Board immediately suspend Kahele's oversight authority over her, appoint an independent investigator, and provide protection for all staff and leadership under the HWPB.

67. On July 2, 2025, Ferreira reported Kahele's misconduct to the Attorney General for review.

The Board Limits Its Investigation into Kahele's Misconduct

68. In July 2025, Ferreira received an email from Paul D. Alston ("Alston"), the Board's new interim counsel, stating that the Board would investigate only whether Kahele created a toxic or hostile work environment, abused his authority, or whether his conduct was unbecoming of a trustee and chair.

69. Ferreira's other serious allegations — that Kahele violated the State Ethics Code, breached a number of fiduciary duties, and broke OHA's internal policies — were entirely excluded from the Board's investigation.

70. Alston informed Ferreira that she would now directly report to Souza.

71. Although the Board was actively investigating Kahele, it took no action to ensure that he would not engage in retaliation or otherwise abuse his authority as chair.

72. While under investigation, Kahele retained access to OHA resources, including the Board and OHA corporation counsel attorneys, as well as OHA's files and records, and used executive session meetings to appeal to the Board into investigating Ferreira.

73. On August 1, 2025, Souza informed Ferreira that the Board would decline to act on her allegations because the 30-day window for trustees to request an investigation had already closed.

74. At the August 21, 2025 Board meeting, Kahele introduced changes to the OHA EPM to permit trustees full access to the files and records of OHA's internal investigations, even when that trustee is the subject of the investigation.

75. Kahele was fully aware of the ongoing investigation into him and abused the public's trust by proposing a policy change that would grant him full access to the full investigative report, which, upon information and belief,

includes detailed discussions and identifies the witnesses involved in examining his misconduct.

76. The Board’s endorsement of this blatant conflict of interest erodes public confidence in its oversight role at the Office of Hawaiian Affairs and further illustrates Kahele’s singular pursuit of authority over OHA.

The Investigator’s Report

77. On September 17, 2025, Ferreira received from Alston the Executive Summary of Findings regarding her report against Kahele, which was limited in scope. Alston informed her that the investigator did not consider her other allegations — including whether Kahele violated the State Ethics Code and breached his duties as fiduciary — because “the balance of the complaint did not involve HR-related issues.”

78. The investigator addressed only the questions of whether Kahele created a toxic or hostile work environment, abused his authority, or engaged in conduct unbecoming of a trustee and chair.

79. The investigator acknowledged the “significant systemic issues that are preventing the OHA Board of Trustees and Administration from working together to achieve a shared vision,” noting the dysfunctional and unmarked division of responsibilities between the administrator, the chair, and the Board, which limits OHA’s “effectiveness and diminish[es] its ability to achieve its mission.”

80. Alston directed Ferreira to acknowledge that Kahele is her superior and that, as his subordinate, she is expected to follow his direction

notwithstanding that her employment contract and OHA's EPM state that she is responsible to the Board as a whole, rather than any individual trustee.

81. Alston's decree to Ferreira strips other trustees of their authority to act collectively through her or to influence policy and decision-making at OHA because their administrator is bound in servitude to only the chair.

82. On or about September 17, 2025, Ohta told Ferreira that Kahele requested the full investigative report.

83. Ferreira expressed to Ohta her concern that providing Kahele with the full investigative report would expose witnesses and breach their expectation of confidentiality.

84. Ohta acknowledged that Kahele's request was problematic but was permissible with the recent changes to the EPM.

85. Ferreira requested that Ohta remind Kahele that the HWPB prohibits retaliation. Ohta agreed to do so.

86. Ohta shared the full investigative report with Kahele. Ferreira never received the full investigative report.

87. On September 17, 2025, having reviewed the full investigative report, Kahele agendaized a "special meeting of executive session" for September 23, 2025.

88. On September 18, 2025, Ferreira called the Attorney General to provide an update on the investigator's findings and the recent EPM changes.

The Retaliation Against Ferreira

89. On September 23, 2025, the Board entered into executive session, in part, to discuss “matters involving alleged noncompliance with governance policies and administrative authorities.”

90. Ferreira was not invited to attend this meeting.

91. Unbeknownst to Ferreira, Kahele convened the special executive session to file a complaint against her because she reported him to the Attorney General. Kahele has failed and refused to provide Ferreira a copy of his complaint.

92. Ohta was subsequently summoned to the boardroom during the executive session.

93. After the executive session, Souza and Ohta met Ferreira in her office. Souza informed Ferreira that the Board had voted to place her on administrative leave pending its investigation.

94. Ferreira requested clarification from Souza as to what the Board will be investigating.

95. Souza stated that someone from within the Green administration notified the Board that Ferreira contacted the Attorney General and allegedly filed a complaint against the Office of Hawaiian Affairs, the Board of Trustees, and Kahele.

96. Ferreira asked Ohta which agencies should be contacted in the event that someone had a complaint against a public official.

97. Ohta responded that the State Ethics Commission and the Attorney General's office are the appropriate public agencies. Notably, Ferreira first reported her grievance to the Board. Anticipating that the Board would not fully investigate Kahele, Ferreira went to the Attorney General.

98. In order to minimize exposure of the Board's removal of Ferreira, Souza requested Ferreira to draft a memorandum stating that, until further notice, she would be taking personal leave. Fearing that refusing to comply would be construed as insubordination, Ferreira drafted the memorandum in accordance with Souza's request.

99. Souza demanded that Ferreira return her laptop, badge, keys, and all OHA property. After Souza and Ohta reviewed and approved her memorandum, they watched as Ferreira collected her personal effects. Souza then immediately escorted Ferreira out of the executive offices, and she exited the building.

100. When a public employee or an officer of the state like Ferreira witnesses or reasonably suspects unlawful conduct by a public official, she is obligated to report it.

101. When Ferreira reported Kahele's misconduct to the Board on June 29, 2025, and later with the Attorney General on July 2, 2025, the HWPB provides that her employer may not legally retaliate against her.

102. Upon learning that Ferreira had reported him to the Attorney General, Kahele immediately orchestrated her removal with the Board.

103. Ferreira's report to the Attorney General is precisely the conduct the HWPB seeks to encourage and protect; Defendants' actions are exactly what the statute prohibits.

The Board's Sunshine Law Violations

104. The Sunshine Law provides that every meeting of every board "shall" be open to the public and that the deliberations, decisions, and actions of these boards "shall" be conducted as openly as possible, subject to narrowly construed exceptions. The executive session agenda item did not accurately or specifically reflect the personnel action that Kahele intended to bring before the Board.

105. At Kahele's insistence, the Board secretly met in executive session on September 23, 2025 to discuss his complaint against Ferreira.

106. The Board then voted to place Ferreira on administrative leave, appointed Sylva as interim administrator, and approved a 10% salary increase for Sylva's interim appointment.³

107. These actions violate the Sunshine Law and erode public trust in the Board and the Office of Hawaiian Affairs.

108. Future violations of this sort will continue, unabated, absent judicial intervention.

³ "[Sylva] was given a 10% raise when she stepped into the temporary CEO role in September, according to Brennan," Blaze Lovell, *OHA's Chief Executive Could See A 35% Pay Bump While On Leave*, Civil Beat (Oct. 14, 2025), <https://www.civilbeat.org/2025/10/ohas-chief-executive-could-see-a-35-pay-bump-while-on-leave/>.

Following Ferreira's Removal

109. On September 26, 2025, OHA issued a press release announcing Sylva as OHA's interim administrator.⁴

110. OHA's press release and email blast announcing Ferreira's administrative leave — distributed by Kahele without her permission and without Board consultation, review, or approval — caused Ferreira significant reputational damage and personal harm.

111. The public dissemination of Ferreira's administrative leave, presented without context or oversight, fostered speculation, undermined her professional standing, and cast unwarranted doubt on her integrity and leadership.

112. This act constituted retaliatory and disparaging conduct, designed to publicly isolate and embarrass Ferreira, while eroding confidence among stakeholders and staff. The timing and method of release amplified harm by implying misconduct where none had been substantiated.

113. Ferreira has faced irreparable harm to her reputation, credibility, and authority, both within the organization and in the broader professional community, resulting from these communications.

114. On October 9, 2025, Ferreira requested immediate reinstatement so she could continue serving OHA and the Native Hawaiian community, and

⁴ Office of Hawaiian Affairs, *OHA Trustees Select Board Chief of Staff as Interim Administrator* (Sept. 26, 2025), <https://www.oha.org/news/oha-trustees-select-board-chief-of-staff-as-interim-administrator/>.

that the Board of Trustees add her request to the agenda for the October 16, 2025 meeting, without Kahele's participation. *See* Exhibit "A".

115. On October 16, 2025, Alston responded to Ferreira, stating that the Board declined her request for immediate reinstatement and falsely implied that Ferreira "elected" to take personal leave, ignoring that Souza required her to draft a memorandum announcing that she would be taking personal leave just after informing her of the Board's decision to remove her as administrator. *See* Exhibit "B".

COUNT I
(Whistleblower Retaliation in Violation of HRS § 378-62)

116. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

117. HRS § 378-62 provides that "[a]n employer shall not discharge, threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because: (1) The employee . . . reports or is about to report to the employer, or reports or is about to report to a public body, verbally or in writing, a violation or a suspected violation of: (A) A law, rule, ordinance, or regulation, adopted pursuant to law of this State, a political subdivision of this State, or the United States . . ."

118. Ferreira is an employee within the definition of HRS § 378-61 and is employed by Defendants.

119. Defendants are an employer within the definition of HRS § 378-61.

120. Ferreira, verbally and in writing, reported to Defendants on June 29, 2025 that Kahele violated, or was suspected to have violated, a federal, state, or county law, rule, ordinance, or regulation.

121. In response to Ferreira's complaint, Defendants engaged in unlawful retaliatory practices which detrimentally affected the terms, conditions, and privileges of Ferreira's employment by removing her as administrator.

122. The actual or potential reporting on June 29, 2025 was a substantial or motivating factor in Defendants' decision to detrimentally affect the terms, conditions, and privileges of Ferreira's employment.

123. Defendants' actions and omissions relating to Ferreira's employment, in response to her complaints as stated above, violate the HWPB.

124. In unlawfully retaliating against Ferreira, Defendants acted willfully, wantonly, and/or with malice or with conscious and/or reckless indifference to Ferreira's equal rights under the law, thereby necessitating the imposition of punitive or exemplary damages against Defendants.

125. As a result, Ferreira has been damaged in an amount to be proven at trial. Defendants are liable to Ferreira for all of the remedies, including injunctive relief, as set forth under HRS Chapter 378, including attorneys' fees and costs, and any additional relief as this Court deems just and fair.

COUNT II
(Whistleblower Retaliation in Violation of HRS § 378-62)

126. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

127. HRS § 378-62 provides that “[a]n employer shall not discharge, threaten, or otherwise discriminate against an employee regarding the employee’s compensation, terms, conditions, location, or privileges of employment because: (1) The employee . . . reports or is about to report to the employer, or reports or is about to report to a public body, verbally or in writing, a violation or a suspected violation of: (A) A law, rule, ordinance, or regulation, adopted pursuant to law of this State, a political subdivision of this State, or the United States . . .”

128. Ferreira is an employee within the definition of HRS § 378-61 and is employed by Defendants.

129. Defendants are an employer within the definition of HRS § 378-61.

130. Ferreira, verbally and in writing, reported to the Attorney General on July 2, 2025 that Kahele violated, or was suspected to have violated, a federal, state, or county law, rule, ordinance, or regulation.

131. In response to Ferreira’s report to the Attorney General, Defendants engaged in unlawful retaliatory practices which detrimentally affected the terms, conditions, and privileges of Ferreira’s employment by removing her as administrator.

132. The actual or potential reporting to the Attorney General on July 2, 2025 was a substantial or motivating factor in Defendants’ decision to detrimentally affect the terms, conditions, and privileges of Ferreira’s employment.

133. Defendants' actions and omissions relating to Ferreira's employment, in response to her complaints as stated above, violate the HWPB.

134. In unlawfully retaliating against Ferreira, Defendants acted willfully, wantonly, and/or with malice or with conscious and/or reckless indifference to Ferreira's equal rights under the law, thereby necessitating the imposition of punitive or exemplary damages against Defendants.

135. As a result, Ferreira has been damaged in an amount to be proven at trial. Defendants are liable to Ferreira for all of the remedies, including injunctive relief, as set forth under HRS Chapter 378, including attorneys' fees and costs, and any additional relief as this Court deems just and fair.

COUNT III
(Whistleblower Retaliation in Violation of HRS § 378-62)

136. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

137. HRS § 378-62 provides that "[a]n employer shall not discharge, threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because: (1) The employee . . . reports or is about to report to the employer, or reports or is about to report to a public body, verbally or in writing, a violation or a suspected violation of: (A) A law, rule, ordinance, or regulation, adopted pursuant to law of this State, a political subdivision of this State, or the United States . . ."

138. Ferreira is an employee within the definition of HRS § 378-61 and is employed by Defendants.

139. Defendants are an employer within the definition of HRS § 378-61.

140. Ferreira, verbally and in writing, reported to Defendants on June 29, 2025 and the Attorney General on July 2, 2025 that Kahele violated, or was suspected to have violated, a federal, state, or county law, rule, ordinance, or regulation.

141. In response to Ferreira's report to Defendants and the Attorney General, Defendants engaged in unlawful retaliatory practices which detrimentally affected the terms, conditions, and privileges of Ferreira's employment by denying her a salary raise as mandated by statute and her employment contract.

142. The actual or potential reporting on June 29, 2025 and July 2, 2025 was a substantial or motivating factor in Defendants' decision to detrimentally affect the terms, conditions, and privileges of Ferreira's employment.

143. Defendants' actions and omissions relating to Ferreira's employment, in response to her complaints as stated above, violate the HWPB.

144. In unlawfully retaliating against Ferreira, Defendants acted willfully, wantonly, and/or with malice or with conscious and/or reckless indifference to Ferreira's equal rights under the law, thereby necessitating the imposition of punitive or exemplary damages against Defendants.

145. As a result, Ferreira has been damaged in an amount to be proven at trial. Defendants are liable to Ferreira for all of the remedies, including

injunctive relief, as set forth under HRS Chapter 378, including attorneys' fees and costs, and any additional relief as this Court deems just and fair.

COUNT IV
(Whistleblower Retaliation in Violation of HRS § 378-70)

146. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

147. HRS § 378-70 provides that “a public employer shall not discharge, threaten, or otherwise discriminate against a public employee regarding the public employee’s compensation, terms, conditions, location, or privileges of employment because the public employee . . . reports or is about to report to the public employer or a public body, verbally or in writing: (1) Any violation or suspected violation of a federal, state, or county law, rule, ordinance, or regulation . . .”

148. Ferreira is a public employee within the definition of HRS § 378-61 and is employed by Defendants.

149. Defendants are a public employer within the definition of HRS § 378-61.

150. Ferreira, verbally and in writing, reported to Defendants on June 29, 2025 that Kahele violated, or was suspected to have violated, a federal, state, or county law, rule, ordinance, or regulation.

151. In response to Ferreira’s complaint, Defendants engaged in unlawful retaliatory practices which detrimentally affected the terms, conditions, and privileges of Ferreira’s employment by removing her as administrator.

152. The actual or potential reporting on June 29, 2025 was a substantial or motivating factor in Defendants' decision to detrimentally affect the terms, conditions, and privileges of Ferreira's employment.

153. Defendants' actions and omissions relating to Ferreira's employment, in response to her complaints as stated above, violate the HWPB.

154. In unlawfully retaliating against Ferreira, Defendants acted willfully, wantonly, and/or with malice or with conscious and/or reckless indifference to Ferreira's equal rights under the law, thereby necessitating the imposition of punitive or exemplary damages against Defendants.

155. As a result, Ferreira has been damaged in an amount to be proven at trial. Defendants are liable to Ferreira for all of the remedies, including injunctive relief, as set forth under HRS Chapter 378, including attorneys' fees and costs, and any additional relief as this Court deems just and fair.

COUNT V
(Whistleblower Retaliation in Violation of HRS § 378-70)

156. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

157. HRS § 378-70 provides that "a public employer shall not discharge, threaten, or otherwise discriminate against a public employee regarding the public employee's compensation, terms, conditions, location, or privileges of employment because the public employee . . . reports or is about to report to the public employer or a public body, verbally or in writing: (1) Any violation or suspected violation of a federal, state, or county law, rule, ordinance, or regulation . . ."

158. Ferreira is a public employee within the definition of HRS § 378-61 and is employed by Defendants.

159. Defendants are a public employer within the definition of HRS § 378-61.

160. Ferreira, verbally and in writing, reported to the Attorney General on July 2, 2025 that Kahele violated, or was suspected to have violated, a federal, state, or county law, rule, ordinance, or regulation.

161. In response to Ferreira's report to the Attorney General, Defendants engaged in unlawful retaliatory practices which detrimentally affected the terms, conditions, and privileges of Ferreira's employment by removing her as administrator.

162. The actual or potential reporting to the Attorney General on July 2, 2025 was a substantial or motivating factor in Defendants' decision to detrimentally affect the terms, conditions, and privileges of Ferreira's employment.

163. Defendants' actions and omissions relating to Ferreira's employment, in response to her complaints as stated above, violate the HWPB.

164. In unlawfully retaliating against Ferreira, Defendants acted willfully, wantonly, and/or with malice or with conscious and/or reckless indifference to Ferreira's equal rights under the law, thereby necessitating the imposition of punitive or exemplary damages against Defendants.

165. As a result, Ferreira has been damaged in an amount to be proven at trial. Defendants are liable to Ferreira for all of the remedies, including

injunctive relief, as set forth under HRS Chapter 378, including attorneys' fees and costs, and any additional relief as this Court deems just and fair.

COUNT VI
(Whistleblower Retaliation in Violation of HRS § 378-70)

166. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

167. HRS § 378-70 provides that “a public employer shall not discharge, threaten, or otherwise discriminate against a public employee regarding the public employee’s compensation, terms, conditions, location, or privileges of employment because the public employee . . . reports or is about to report to the public employer or a public body, verbally or in writing: (1) Any violation or suspected violation of a federal, state, or county law, rule, ordinance, or regulation. . .”

168. Ferreira is a public employee within the definition of HRS § 378-61 and is employed by Defendants.

169. Defendants are a public employer within the definition of HRS § 378-61.

170. Ferreira, verbally and in writing, reported to Defendants on June 29, 2025 and the Attorney General on July 2, 2025 that Kahele violated, or was suspected to have violated, a federal, state, or county law, rule, ordinance, or regulation.

171. In response to Ferreira’s report to Defendants and the Attorney General, Defendants engaged in unlawful retaliatory practices which detrimentally affected the terms, conditions, and privileges of Ferreira’s

employment by denying her a salary raise as mandated by statute and her employment contract.

172. The actual or potential reporting on June 29, 2025 and July 2, 2025 was a substantial or motivating factor in Defendants' decision to detrimentally affect the terms, conditions, and privileges of Ferreira's employment.

173. Defendants' actions and omissions relating to Ferreira's employment, in response to her complaints as stated above, violate the HWPB.

174. In unlawfully retaliating against Ferreira, Defendants acted willfully, wantonly, and/or with malice or with conscious and/or reckless indifference to Ferreira's equal rights under the law, thereby necessitating the imposition of punitive or exemplary damages against Defendants.

175. As a result, Ferreira has been damaged in an amount to be proven at trial. Defendants are liable to Ferreira for all of the remedies, including injunctive relief, as set forth under HRS Chapter 378, including attorneys' fees and costs, and any additional relief as this Court deems just and fair.

COUNT VII
(Sunshine Law Violation of HRS § 92-3)

176. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

177. The published agenda for the September 23, 2025 meeting provided that the Board would meet in executive session "pursuant to HRS §§ 92-5(a)(2) and (4) to consult with its legal counsel and take any necessary action regarding the Board's powers, duties, privileges, immunities, and

liabilities in connection with internal matters involving risk management and the Board's governance and administrative oversight responsibilities, including matters involving alleged noncompliance with governance policies and administrative authorities."

178. HRS § 92-5(a)(2) permits a closed meeting "[t]o consider the hire, evaluation, dismissal, or discipline of an officer or employee or of charges brought against the officer or employee, where consideration of matters affecting privacy will be involved."

179. The personnel-privacy exception to the Sunshine Law's open meetings requirement requires a case-by-case analysis of whether the discussion directly involves "matters affecting privacy."

180. Defendants' closed-door deliberations regarding Kahele's complaint against Ferreira, and their vote to place her on administrative leave, exceeded the bounds of a permissible executive session by discussing and deliberating toward a decision in executive session on matters not "directly related" to consideration of matters affecting privacy.

181. Information concerning Kahele's complaint against Ferreira was not "highly personal and intimate."

182. There is a legitimate public interest in the disclosure of information concerning Defendants' deliberations and vote to remove Ferreira.

183. Defendants' closed-door deliberations and removal of Ferreira on September 23, 2025 exceeded the scope of any permissible exception.

184. Defendants did not have a valid legal basis for conducting the entirety of its September 23, 2025 meeting in executive session.

185. Ferreira is entitled to an order declaring that Defendants violated the Sunshine Law by conducting the entirety of its September 23, 2025 deliberations into Kahele's complaint against Ferreira and vote to place her on administrative leave in executive session.

186. Ferreira is entitled to an order compelling Defendants to disclose executive session minutes and recordings for the September 23, 2025 meeting.

187. Ferreira is entitled to an order voiding Defendants' decision to place Ferreira on administrative leave pursuant to HRS § 92-11.

188. Ferreira is entitled to an order voiding Defendants' appointment of Sylva as interim administrator pursuant to HRS § 92-11.

189. Ferreira is entitled to an order voiding Defendants' authorization of a salary increase for Sylva's interim appointment pursuant to HRS § 92-11.

COUNT VIII
(Sunshine Law Violation of HRS § 92-3)

190. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

191. The published agenda for the September 23, 2025 meeting provided that the Board would meet in executive session pursuant to the personnel-privacy exception and the attorney-client exception of HRS § 92-5 regarding "internal matters involving risk management and the Board's governance and administrative oversight responsibilities, including matters

involving alleged noncompliance with governance policies and administrative authorities.”

192. Defendants’ closed-door deliberations on September 23, 2025 to select Sylva as interim administrator exceeded the bounds of a permissible executive session by discussing and deliberating toward a decision in executive session on matters not “directly related” to consideration of matters affecting privacy.

193. Information concerning Sylva’s selection as interim administrator was not “highly personal and intimate.”

194. There is a legitimate public interest in the disclosure of information concerning Defendants’ deliberations and selection of Sylva as interim administrator.

195. Defendants’ closed-door deliberations and selection of Sylva as interim administrator on September 23, 2025 exceeded the scope of any permissible exception.

196. Defendants did not have a valid legal basis for conducting the entirety of its September 23, 2025 meeting in executive session.

197. Defendants violated the Sunshine Law by entering into executive session on September 23, 2025 to deliberate and select Sylva as interim administrator.

198. Ferreira is entitled to an order declaring that Defendants violated the Sunshine Law by conducting the entirety of its September 23, 2025 deliberations and selection of Sylva in executive session.

199. Ferreira is entitled to an order compelling Defendants to disclose executive session minutes and recordings for the September 23, 2025 meeting.

200. Ferreira is entitled to an order voiding Defendants' decision to place Ferreira on administrative leave pursuant to HRS § 92-11.

201. Ferreira is entitled to an order voiding Defendants' appointment of Sylva as interim administrator pursuant to HRS § 92-11.

202. Ferreira is entitled to an order voiding Defendants' authorization of a salary increase for Sylva's interim appointment pursuant to HRS § 92-11.

COUNT IX
(Sunshine Law Violation of HRS § 92-3)

203. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

204. The published agenda for the September 23, 2025 meeting provided that the Board would meet in executive session pursuant to the personnel-privacy exception and the attorney-client exception of HRS § 92-5 regarding "internal matters involving risk management and the Board's governance and administrative oversight responsibilities, including matters involving alleged noncompliance with governance policies and administrative authorities."

205. Defendants' closed-door deliberations on September 23, 2025 to authorize a salary increase for Sylva's interim appointment exceeded the bounds of a permissible executive session by discussing and deliberating toward a decision in executive session on matters not "directly related" to consideration of matters affecting privacy.

206. Information concerning Sylva's salary was not "highly personal and intimate."

207. There is a legitimate public interest in the disclosure of information concerning Defendants' deliberations and authorization of a salary increase for Sylva's interim appointment.

208. Defendants' closed-door deliberations and authorization of a salary increase for Sylva's interim appointment during the Board's September 23, 2025 executive session exceeded the scope of any permissible exception.

209. Defendants did not have a valid legal basis for conducting the entirety of its September 23, 2025 meeting in executive session.

210. Defendants violated the Sunshine Law by entering into executive session on September 23, 2025 to deliberate and vote on a salary increase for Sylva's interim appointment.

211. Ferreira is entitled to an order declaring that Defendants violated the Sunshine Law by conducting the entirety of its September 23, 2025 deliberations and authorization of a salary increase for Sylva's interim appointment in executive session.

212. Ferreira is entitled to an order compelling Defendants to disclose executive session minutes and recordings for the September 23, 2025 meeting.

213. Ferreira is entitled to an order voiding Defendants' decision to place Ferreira on administrative leave pursuant to HRS § 92-11.

214. Ferreira is entitled to an order voiding Defendants' appointment of Sylva as interim administrator pursuant to HRS § 92-11.

215. Ferreira is entitled to an order voiding Defendants' authorization of a salary increase for Sylva's interim appointment pursuant to HRS § 92-11.

COUNT X
(Sunshine Law Violation of HRS § 92-7)

216. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

217. HRS § 92-7 requires boards to give public written notice "of any regular, special, emergency, . . . or any executive meeting when anticipated in advance." The notice "shall include an agenda that lists all of the items to be considered at the forthcoming meeting; the date, time, and place of the meeting; . . . and in the case of an executive meeting, the purpose shall be stated."

218. The published agenda for the September 23, 2025 meeting provided that the Board would meet in executive session pursuant to the personnel-privacy exception and the attorney-client exception of HRS § 92-5 to "take any necessary action" regarding "internal matters involving risk management and the Board's governance and administrative oversight responsibilities, including matters involving alleged noncompliance with governance policies and administrative authorities."

219. Defendants' selection and hiring of Sylva as interim administrator does not relate to the published agenda or to "matters involving alleged noncompliance with governance policies and administrative authorities."

220. Defendants provided improper notice that it would discuss and vote on Sylva's appointment during the September 23, 2025 executive session.

221. Defendants violated the Sunshine Law by entering into executive session on September 23, 2025 to discuss and vote on a matter unrelated to the published September 23, 2025 agenda.

222. Ferreira is entitled to an order declaring that Defendants provided improper notice of the September 23, 2025 executive session.

223. Ferreira is entitled to an order declaring that Defendants violated the Sunshine Law by entering into executive session on September 23, 2025 to discuss and vote on appointing Sylva as interim administrator, which is unrelated to the published September 23, 2025 agenda.

224. Ferreira is entitled to an order compelling Defendants to disclose executive session minutes and recordings for the September 23, 2025 meeting.

225. Ferreira is entitled to an order voiding Defendants' decision to place Ferreira on administrative leave pursuant to HRS § 92-11.

226. Ferreira is entitled to an order voiding Defendants' appointment of Sylva as interim administrator pursuant to HRS § 92-11.

227. Ferreira is entitled to an order voiding Defendants' authorization of a salary increase for Sylva's interim appointment pursuant to HRS § 92-11.

COUNT XI
(Sunshine Law Violation of HRS § 92-7)

228. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

229. HRS § 92-7 requires boards to give public written notice "of any regular, special, emergency, . . . or any executive meeting when anticipated in advance." The notice "shall include an agenda that lists all of the items to be

considered at the forthcoming meeting; the date, time, and place of the meeting; . . . and in the case of an executive meeting, the purpose shall be stated.”

230. The published agenda for the September 23, 2025 meeting provided that the Board would meet in executive session pursuant to the personnel-privacy exception and the attorney-client exception of HRS § 92-5 to “take any necessary action” regarding “internal matters involving risk management and the Board’s governance and administrative oversight responsibilities, including matters involving alleged noncompliance with governance policies and administrative authorities.”

231. Defendants’ discussion and decision to authorize a salary increase for Sylva’s interim appointment does not relate to the published agenda or to “matters involving alleged noncompliance with governance policies and administrative authorities.”

232. Defendants provided improper notice that it would discuss and vote on a salary increase for Sylva’s interim appointment during the September 23, 2025 executive session.

233. Defendants violated the Sunshine Law by entering into executive session on September 23, 2025 to discuss and vote on a salary increase for Sylva’s interim appointment, which is unrelated to the published September 23, 2025 agenda.

234. Ferreira is entitled to an order declaring that Defendants provided improper notice of the September 23, 2025 executive session.

235. Ferreira is entitled to an order declaring that Defendants violated the Sunshine Law by entering into executive session on September 23, 2025 to discuss and vote on a salary increase for Sylva's interim appointment, which is unrelated to the published September 23, 2025 agenda.

236. Ferreira is entitled to an order compelling Defendants to disclose executive session minutes and recordings for the September 23, 2025 meeting.

237. Ferreira is entitled to an order voiding Defendants' decision to place Ferreira on administrative leave pursuant to HRS § 92-11.

238. Ferreira is entitled to an order voiding Defendants' appointment of Sylva as interim administrator pursuant to HRS § 92-11.

239. Ferreira is entitled to an order voiding Defendants' authorization of a salary increase for Sylva's interim appointment pursuant to HRS § 92-11.

COUNT XII
(Sunshine Law Violation of HRS § 92-3)

240. Ferreira re-alleges and incorporates each preceding allegation as if fully set forth herein. Ferreira further alleges as follows:

241. On September 23, 2025, at Kahele's direction, the Board convened an executive session and voted to place Ferreira on administrative leave.

242. HRS 92-5(a)(2) requires that a meeting "shall" be open to the public "if the individual concerned requests an open meeting."

243. Ferreira was not made aware that she was the subject of the Board's executive session.

244. Ferreira could not assert her right under HRS § 92-5(a)(2) to compel the Board to open the meeting for public review of its deliberations concerning her removal.

245. Defendants violated the Sunshine Law by meeting in executive session without meaningfully providing Ferreira the opportunity to request an open meeting.

246. Ferreira is entitled to an order declaring that Defendants violated the Sunshine Law by meeting in executive session on September 23, 2025 to consider and vote on her removal without meaningfully providing Ferreira the opportunity to request an open meeting.

247. Ferreira is entitled to an order compelling Defendants to disclose executive session minutes and recordings for the September 23, 2025 meeting.

248. Ferreira is entitled to an order voiding Defendants' decision to place Ferreira on administrative leave pursuant to HRS § 92-11.

249. Ferreira is entitled to an order voiding Defendants' appointment of Sylva as interim administrator pursuant to HRS § 92-11.

250. Ferreira is entitled to an order voiding Defendants' authorization of a salary increase for Sylva's interim appointment pursuant to HRS § 92-11.

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PRAYER FOR RELIEF

WHEREFORE, Ferreira prays for relief and Judgment against Defendants as follows:

A. For the Court to enter an order:

1. Declaring that Defendants retaliated against Ferreira after she reported Kahele's misconduct to the Board by removing her as administrator and denying her a pay raise in violation of the HWPB;

2. Declaring that Defendants retaliated against Ferreira after she reported Kahele's misconduct to the Attorney General by removing her as administrator and denying her a pay raise in violation of the HWPB;

3. Declaring that Ferreira is entitled to return to her position as administrator pursuant to the HWPB;

4. Declaring that Defendants' unlawful investigation into Ferreira should be terminated;

5. Declaring that Defendants violated the Sunshine Law by meeting in executive session on September 23, 2025 to deliberate and vote on removing Ferreira as administrator;

6. Declaring that Defendants violated the Sunshine Law by meeting in executive session on September 23, 2025 to deliberate and vote on hiring Sylva as interim administrator;

7. Declaring that Defendants violated the Sunshine Law by meeting in executive session on September 23, 2025 to deliberate and vote on a salary increase for Sylva's interim appointment;

8. Declaring that Defendants violated the Sunshine law by failing to provide notice to the public for the Board's September 23, 2025 agenda that it will deliberate and select Sylva as interim administrator;

9. Declaring that Defendants violated the Sunshine law by failing to provide notice to the public for the Board's September 23, 2025 agenda that it will deliberate and vote on a salary increase for Sylva's interim appointment;

10. Declaring that Defendants violated the Sunshine law by failing to meaningfully provide notice to Ferreira that Defendants were considering her removal as administrator, and therefore, did not sufficiently apprise her of her right to request a public meeting;

11. Compelling Defendants to disclose executive session minutes and recordings for the September 23, 2025 meeting;

12. Voiding Defendants' decision to place Ferreira on administrative leave;

13. Voiding Defendants' appointment of Sylva as interim administrator;

14. Voiding Defendants' authorization of a salary increase for Sylva's interim appointment.

15. Requiring Defendants to participate in annual Sunshine Law training to prevent future violations by Defendants, afford the public proper access to Board meetings, and rebuild trust in the Office of Hawaiian Affairs.

B. Enter Judgment in favor of Ferreira and against Defendants on all counts respectively brought against them.

C. For general and/or compensatory damages in an amount to be proven at trial;

D. For special damages in an amount to be proven at trial;

E. For punitive or exemplary damages against Defendants in an amount to be proven at trial;

F. For Ferreira's attorneys' fees and costs, pre-judgment interest, and for such other and further relief, legal and equitable, provided under the aforementioned Hawai'i statutes, and as the Court deems just and necessary under the circumstances; and

G. For equitable relief as provided under the law.

DATED: Honolulu, Hawai'i, November 5, 2025.

/s/ Margery S. Bronster

MARGERY S. BRONSTER

LANSON K. KUPAU

KELLY A. HIGA BROWN

DANIEL J. COMER

Attorneys for Plaintiff

STACY KEALOHALANI FERREIRA

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STACY KEALOHALANI FERREIRA,

Plaintiff,

vs.

OFFICE OF HAWAIIAN AFFAIRS, *et al.*,

Defendants.

Civil No.: _____
(Other Civil Action)

DEMAND FOR JURY TRIAL

DEMAND FOR JURY TRIAL

Plaintiff STACY KEALOHALANI FERREIRA, by and through her attorneys, Bronster Fujichaku Robbins, demands a trial by jury on all issues so triable.

DATED: Honolulu, Hawai'i, November 5, 2025.

/s/ Margery S. Bronster

MARGERY S. BRONSTER

LANSON K. KUPAU

KELLY A. HIGA BROWN

DANIEL J. COMER

Attorneys for Plaintiff

STACY KEALOHALANI FERREIRA

EXHIBIT “A”

1003 Bishop Street, Suite 2300

Honolulu, HI 96813

Phone 808.524.5644

Fax 808.599.1881

info@bfrhawaii.com

A Law Corporation

Bronster Fujichaku Robbins

ATTORNEYS AT LAW

October 9, 2025

VIA EMAIL

Board of Trustees
Office of Hawaiian Affairs

Chair Kaiali'i Kahele
TrusteeKahele@oha.org

Trustee Kalei Akaka
TrusteeAkaka@oha.org

Trustee Brickwood Galuteria
TrusteeGaluteria@oha.org

Vice Chair Keoni Souza
TrusteeSouza@oha.org

Trustee Keli'i Akina
TrusteeAkina@oha.org

Trustee Carmen Hulu Lindsey
TrusteeHuluLindsey@oha.org

Trustee Dan Ahuna
TrusteeAhuna@oha.org

Trustee Luana Alapa
TrusteeAlapa@oha.org

Trustee John D. Waihe'e IV
TrusteeWaihee@oha.org

**Re: Demand For Immediate Reinstatement of Stacy Kealohalani
Ferreira as OHA's Administrator/Chief Executive Officer**

Dear Board of Trustees:

We represent Stacy Kealohalani Ferreira regarding her employment as Administrator/Chief Executive Officer of the Office of Hawaiian Affairs ("OHA").

As you know, Ms. Ferreira was hired by OHA on November 1, 2023. During her tenure, she dedicated herself to OHA's mission to improve the wellbeing of Native Hawaiians and the perpetuation of the Hawaiian culture. Part of serving the greater Native Hawaiian community is bringing attention to misconduct by those in authority. Such is not an easy thing to do, but one that must be done.

On June 29, 2025, Ms. Ferreira reported misconduct by OHA Trustee and Chair Kaiali'i Kahele's to the Board, including violations of his duty to maintain confidentiality and the State Ethics Code when he disclosed unpublished internal budgetary information in order to solicit support from an outside organization that stood to gain financially from the budget's approval. Chair Kahele's intimidation and bullying tactics are well known. Ms. Ferreira expressly requested that the Board take immediate protective action under Hawai'i's Whistleblowers' Protection Act ("HWPA"), see HAW. REV. STAT. § 378-61, *et seq.*, to safeguard all staff and leadership. She did so fearing that Chair Kahele was likely to retaliate against her and any witnesses who spoke against

him. Ms. Ferreira also reported Chair Kahele's misconduct to the Attorney General's office.

Instead of appreciating the risk that Ms. Ferreira took and taking her claims seriously, the Board failed to protect Ms. Ferreira during its investigation of Chair Kahele. Chair Kahele was allowed to remain in his position with full authority of his office.

Two months after Ms. Ferreira's reporting, on August 31, 2025, a self-serving internal investigation purportedly found no evidence of wrongdoing by Chair Kahele and ignored her allegations that he violated the State Ethics Code and OHA executive policies. Shockingly, OHA's counsel confirmed that its investigation was limited in scope and did not fully investigate all of the claimed misconduct or violations of law by Chair Kahele.

On September 17, 2025, Chair Kahele received the full investigative report, which upon information and belief, included detailed discussions and identified witnesses of his misconduct. Around this time, Chair Kahele received word that Ms. Ferreira reported his misconduct to the Attorney General's office. Thereafter, on September 23, 2025, he convened a special executive session during which the Board placed Ms. Ferreira on administrative leave as a result of her reporting his misconduct. In an effort to whitewash Ms. Ferreira's removal and provide them cover, Chair Kahele initiated his own investigation based on Ms. Ferreira's claims against him. The Board's removal of Ms. Ferreira and its refusal to protect her constituted an unlawful retaliation in violation of the HWPB.

The swift and definitive actions led by Chair Kahele substantiate Ms. Ferreira's position that the Board unlawfully retaliated against her at the direction of Chair Kahele. Why was she removed when she exercised her rights to report wrongdoing? More importantly, because Ms. Ferreira's allegations were against Chair Kahele, he should not have had any involvement in the Board's decision or vote to place Ms. Ferreira on administrative leave. This is a clear conflict of interest.

Despite the foregoing, Ms. Ferreira loves her job and is dedicated to serving OHA and the Native Hawaiian community. It is this deep love and commitment that she demands her immediate reinstatement. She is also open to discussing what assurances should be made to ensure that no further retaliatory actions will occur against her.

With the next Board meeting scheduled for October 16, 2025, we demand that the Board, without the participation of Chair Kahele, set Ms. Ferreira's request on its agenda and vote on her immediate reinstatement. We request a decision by October 17, 2025.

Board of Trustees
October 9, 2025
Page 3

We look forward to Ms. Ferreira's reinstatement by the Board and thank you for your consideration of this serious matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Margery S. Bronster". The signature is fluid and cursive, with the first name "Margery" being the most prominent part.

Margery S. Bronster
Lanson K. Kupau

cc: Client
Attorney General Anne E. Lopez (anne.e.lopez@hawaii.gov)
First Deputy Matt S. Dvonch (matthew.s.dvonch@hawaii.gov)
Everett H. Ohta, Esq. (everetto@oha.org)
Paul D. Alston, Esq. (paul.alston@dentons.com)
Kaponono F.H. Kiakona, Esq. (kkiakona@HawaiiLegal.com)

EXHIBIT “B”



PAUL ALSTON
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Dentons US LLP
1001 Bishop Street
Suite 1800
Honolulu, HI 96813
United States
dentons.com

October 16, 2025

VIA EMAIL

Margery S. Bronster, Esq.
Bronster Fujichaku Robbins
1003 Bishop Street, Suite 2300
Honolulu, Hawai'i 96813

**Re: Response to Demand for Immediate Reinstatement of Stacy Kealohalani
Ferreira as OHA's Administrator/Chief Executive Officer**

Dear Ms. Bronster:

Your demand for the immediate reinstatement of Ms. Ferreira is declined.

Pursuant to her employment contract, the Board of Trustees has the authority to "suspend [her] with or without pay to investigate any credible allegation of serious misconduct, misfeasance, malfeasance, or nonfeasance." A majority of the Board — excluding Chair Kahele — determined that good cause existed for suspension based on allegations concerning Ms. Ferreira's conduct that predate and are unrelated to her June 29, 2025 complaint against Chair Kahele and, earlier today, the Board declined to take up a discussion of your demand.

Following the Board's action to place Ms. Ferreira on leave, she elected to take leave, where she will remain pending the outcome of the ongoing independent investigation.

At this time, there is no need to respond to the specific allegations raised in your letter. Those matters will be addressed at a future date and upon completion of the investigation, if appropriate.

Very truly yours,



PAUL ALSTON
Counsel to the Board of Trustees

PA:rjkp

STATE OF HAWAII CIRCUIT COURT OF THE FIRST CIRCUIT	SUMMONS TO ANSWER CIVIL COMPLAINT	
CASE NUMBER 1CCV-		
PLAINTIFF'S NAME & ADDRESS, TEL. NO. Margery S. Bronster #4750 Lanson K. Kupau #5687 Kelly A. Higa Brown #9556 Daniel J. Comer #11801 BRONSTER FUJICHAKU ROBBINS 1003 Bishop Street, Suite 2300 Honolulu, HI 96813 Phone: (808) 524-5644		
PLAINTIFF STACY KEALOHALANI FERREIRA,	VS.	DEFENDANT(S) OFFICE OF HAWAIIAN AFFAIRS; KAIALI'I KAHELE, Individually and in His Official Capacity; KEONI SOUZA, Individually and in His Official Capacity; DAN AHUNA, Individually and in His Official Capacity; KALEI AKAKA, Individually and in Her Official Capacity; KELI'I AKINA, Individually and in His Official Capacity; LUANA ALAPA, Individually and in Her Official Capacity; BRICKWOOD GALUTERIA, Individually and in His Official Capacity; CARMEN HULU LINDSEY, Individually and in Her Official Capacity; JOHN D. WAIHE'E IV, Individually and in His Official Capacity; SUMMER L.H. SYLVA, Individually and in Her Official Capacity; JOHN DOES 1-10; JANE DOES 1-10; DOE AGENCIES 1-10,
TO THE ABOVE-NAMED DEFENDANT(S) You are hereby summoned and required to filed with the court and serve upon: MARGERY S. BRONSTER #4750 / LANSON K. KUPAU #5687 KELLY A. HIGA BROWN #9556 / DANIEL J. COMER #11801 c/o Bronster Fujichaku Robbins 1003 Bishop Street, Suite 2300 Honolulu, Hawaii 96813 plaintiffs, 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 ENTRY OF 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.		

