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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

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SIERRA CLUB,)	Civil No.
)	19-1-0019-01 JPC
Plaintiff,)	(Environmental Court)
)	
vs.)	
)	
BOARD OF LAND AND NATURAL)	
RESOURCES, DEPARTMENT OF)	
LAND AND NATURAL RESOURCES,)	
SUZANNE CASE in her official)	
capacity as Chairperson of)	
the Board of Land and)	
Natural Resources, ALEXANDER)	
AND BALDWIN, INC., and EAST)	
MAUI IRRIGATION, LLC,)	
)	
Defendants.)	
-----)	

DEPOSITION OF MEREDITH CHING

Taken on behalf of Plaintiff Sierra Club at
Conference Room 611, 1132 Bishop Street for Ralph
Rosenberg Court Reporters, Inc., 1001 Bishop Street,
Suite 2460, Honolulu, Hawaii, commencing at 9:00 a.m.
on March 12, 2020 pursuant to Notice.

Before: WILLIAM T. BARTON, RPR, CSR NO. 391

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1 deposition?

2 A. Talked to my attorney. I reviewed the 2018,
3 2019 staff submittals and my declaration. I'm sorry,
4 and the minutes of the 2018.

5 Q. Okay. You know there is a good possibility
6 you'll be called as a witness for trial. I want to
7 know whether you authorized Mr. Schulmeister and Ms.
8 Akagi to accept the subpoena for you to appear at the
9 trial of this case? If you want to go off record and
10 talk to your attorney that's fine. We can do that.

11 A. Going off record.

12 (Discussion off the record.)

13 A. Yes. On record, yes.

14 Q. Back on record your answer is?

15 A. Yes.

16 Q. What high school did you go to?

17 A. Punahou.

18 Q. You started working at Alexander & Baldwin
19 in 1982?

20 A. Yes.

21 Q. What was your position back then?

22 A. Executive assistant corporate natural
23 resources.

24 Q. You've worked at Alexander & Baldwin
25 continuously for about 38 years?

1 A. Yes.

2 Q. In 1988 you were named vice president
3 corporate natural resources responsible for land and
4 water use issues for the company, right?

5 A. Yes.

6 Q. And what's your current position?

7 A. Executive vice president of external
8 affairs.

9 Q. How long have you been in that position?

10 A. Two years in that title, sorry. They
11 changed the department name.

12 Q. But your responsibilities haven't really
13 changed?

14 A. Not materially.

15 Q. So can you describe to me what your
16 responsibilities are?

17 A. So as external affairs kind of responsible
18 for all of our external audiences except for our
19 shareholders and our investors. Government,
20 community. A little bit internal employee
21 communications falls under me, as well. Yeah.

22 Q. Media?

23 A. Media. Yeah, sorry. Media. Our community
24 outreach programs.

25 Q. How many folks work under you?

1 A. Four and a half. I have one who has a dual
2 reporting.

3 Q. And you've been working on securing East
4 Maui stream water for Alexander & Baldwin
5 continuously since 1982?

6 A. I guess I would rephrase that a little bit.
7 That idea of water for agriculture has been part of
8 my duties. I wasn't always the one in charge of it.
9 I was brand new to the issue in the company in '82.
10 So it's been under my purview. I wouldn't say I was
11 the one in charge of it since that time.

12 Q. At some point, though, you sort of became in
13 charge of that issue; wouldn't you say?

14 A. Alongside the plantation, yeah. I've
15 worked -- corporate departments typically support
16 their operating unit. So I supported our, at the
17 time when we had agriculture, agricultural operations
18 I support our real estate operations. We're kind of
19 like in-house consultants.

20 Q. Do you know anyone whose worked on this
21 issue longer than you?

22 A. That's still alive or at A&B?

23 Q. Why don't we go through both.

24 A. I think Dick Hocks (phonetic) is still
25 alive. I haven't seen him for a while. He was my

1 boss at A&B. And he's worked on it way longer than
2 me. Garret Hew, who is now retired, has worked on it
3 longer than me.

4 I guess you could say Richard Cameron who
5 was an ex-H&S plantation manager is still alive. He
6 didn't work on it continuously, but he worked on it
7 before I worked on it. People like that.

8 But at A&B now? I don't think so. I think
9 I probably worked on it the longest.

10 Q. So what role have you played with respect to
11 the environment impact statement that's being
12 prepared for the use of the lands in East Maui?

13 A. I'm a member of the team of both internal
14 and external consultants who are working on the EIS
15 from its inception.

16 Q. Who is the head of the team?

17 A. I don't know if we have an official head of
18 the team. I have somebody, Daniel Yasui, who is kind
19 of our permitting expert in the company. He helps to
20 do the agendas and lead the meetings and the -- our
21 head consultant is Wilson Okamoto Corporation. And
22 they often lead the meetings. It just depends on the
23 topics.

24 Q. Daniel Yasui reports to you?

25 A. No. He's in the real estate arm of the

1 company.

2 Q. In the process of preparing the draft EIS,
3 you've corrected mistakes that you saw in drafts
4 before it was submitted to the Office of
5 Environmental Quality Control, right?

6 A. We reviewed drafts and corrected for factual
7 errors, yes.

8 Q. I'm pointing out you, personally.

9 A. Yes.

10 Q. And you suggested changes to wording?

11 A. To more accurately reflect the correct facts
12 and context, yes.

13 Q. Now, is the Environmental Impact
14 Statement -- let's say the draft that's been produced
15 so far, was that performed in good faith?

16 A. I believe so.

17 Q. Was it intended to mislead anyone?

18 A. No.

19 Q. It provides relevant, helpful and accurate
20 information to decision makers?

21 A. It's intended to disclose, yeah, relevant,
22 accurate information to everybody as a public
23 document.

24 Q. The public can rely on statements made in
25 the draft EIS?

1 A. I believe so. It's not final yet. So there
2 will be changes.

3 Q. I want to ask you to take a look at a
4 document we'll mark as Exhibit 1.

5 (Whereupon, a March 7, 2019 email was marked
6 as Exhibit 1 for Identification.)

7 (Pause.)

8 A. Okay.

9 Q. My first question is, is that the CC has
10 your name and email address. Is that your email
11 address?

12 A. Yes.

13 Q. And Yvonne Izu is Alexander & Baldwin's
14 attorney, right? Or one of Alexander & Baldwin's
15 attorneys?

16 A. She was. She's retired.

17 Q. When --

18 A. Recently.

19 Q. When?

20 A. Last week we got an email maybe. Last week
21 or two.

22 Q. Wow.

23 MS. WESTON: I didn't know that either.

24 A. Is this off the record.

25 MR. FRANKEL: Off the record.

1 (Discussion off the record.)

2 Q. Back on the record. So Ms. Izu was
3 representing Alexander & Baldwin when she sent this
4 email?

5 A. Yes.

6 Q. And this email, and this email that was
7 copied to you she was serving in that role when she
8 sent this email as Alexander & Baldwin's attorney?

9 A. Yes.

10 Q. And does this appear to be a true and
11 correct copy of the email that you received?

12 A. As far as I can tell.

13 Q. Do you know if there was any -- at some
14 point, it's my understanding, you folks met with Mr.
15 Parham to talk about his report. And can you tell me
16 about that conversation or those conversations that
17 were had after he provided answer to these questions?

18 A. I'm not going to remember sequence of events
19 so I can't say it was after this. But I do remember
20 meeting with Mr. Parham, initially, where he explains
21 his methodology. That was prior to us choosing him
22 as one of the consultants for the EIS.

23 Sorry, my memory is really bad. Then I
24 remember him coming back and demonstrating how it
25 works and how, because of the way it works and how

1 they surveyed the streams and he showed us underwater
2 cameras of the stream life, that how he could model
3 this for any of the diversions that had been
4 identified. That's what I recall.

5 Q. Did Alexander & Baldwin or you express any
6 concerns about his methodology?

7 A. Not at all.

8 Q. And I don't know if this -- I'm hoping this
9 question is different. Did you have any problems
10 with his whole approach to examining the issue of
11 impacts?

12 A. I don't think we had a problem with his
13 approach. But we -- it was an understanding that
14 what he was doing was identifying numbers of habitat
15 units, right? It didn't mean numbers of fish or
16 critters. It was just, he was going to calculate the
17 amount of habitat that would be available, wouldn't
18 be available under the various scenarios.

19 So with the understanding that that's what
20 he was doing we had no problem with the approach.

21 Q. And you folks felt that him providing that
22 information the draft EIS would be useful information
23 to provide in the draft EIS?

24 A. Yes.

25 Q. Okay. Now, is it fair to say you pushed to

1 get the EISPN and the draft EIS completed
2 expeditiously?

3 A. Pushed it as quickly as we could, yes.

4 Q. Now, let me give you a document we'll mark
5 as Exhibit 2.

6 (Whereupon, an October 16, 2019 email was
7 marked as Exhibit 2 for Identification.)

8 A. Okay.

9 Q. Do you recall receiving this email from Earl
10 Matsukawa?

11 A. I wouldn't have been able to cite it. But
12 as I read it, yes, I do.

13 Q. Do you recall the letter you folks received
14 from the Land Division regarding the draft EIS?

15 A. Yes. Not in any detail but, yes. The
16 general nature of it.

17 Q. Describe to me the general nature of it.

18 A. It was lengthy. It had a number of comments
19 to the draft EIS. And as cited here it ended with
20 this request that a second draft be issued.

21 Q. And has the Division retract that request?

22 A. Not that I'm aware of.

23 Q. How did you guys deal with that? It looks
24 like a bunch -- the response, your response is
25 redacted. So I don't want to know what you, what

1 advice you got from your attorneys or what advice you
2 sought from your attorneys.

3 But what -- did you communicate with anyone
4 at DLNR or the Attorney General's Office after
5 receiving the Land Division's letter?

6 A. I did not.

7 Q. Did anyone at Alexander & Baldwin or its
8 agents?

9 A. I think Wilson Okomoto went to meet with
10 them.

11 Q. What was the outcome of that meeting?

12 A. I don't think anything changed. That was
13 their comment letter and we accepted as their comment
14 letter. We were trying to understand some of the
15 comments they made. It was pretty detailed.

16 And then we are going to respond to their
17 comments in the course of responding to all of the
18 comments that were received on the draft EIS.

19 Q. But you're not preparing a second draft EIS
20 like the Land Division recommended?

21 A. We don't know. We don't know that decision.
22 We've conferred with our attorneys as to what the
23 legal standards are. So I think we're waiting to see
24 what the -- what is required in responding to all the
25 400 comment letters we got, whether that results in

1 enough change, right, that would warrant a second
2 draft EIS or whether we would go to final EIS.

3 And we're looking for -- I don't know that
4 but this is where the bright lines are. So we're
5 looking for some legal advice on that when we're
6 done. But we're not done.

7 Q. When do you anticipate either a second or
8 new draft EIS coming out or if you don't go that
9 route the final EIS? What's your timeframe?

10 A. Our original timeframe is this before we
11 knew how many comment letters we got, our original
12 timeframe was to try and get the next iteration of
13 this document to the DLNR for its review, end of
14 summer, beginning of third quarter of this year.

15 Q. Now, is that still the expectation?

16 A. You know these letters are pretty complex
17 and we're trudging our way through it. And I can't
18 say. I don't know enough to say.

19 Q. So my recollection, which could be
20 incorrect, is that your attorney's filed documents
21 with the Hawaii Supreme Court that had a schedule on
22 it that indicated that the final EIS was going to be
23 produced, I think, my recollection is June or July.
24 There's sort of a --

25 A. Yeah.

1 MR. SCHULMEISTER: Let him finish the
2 question.

3 A. Okay, I'm Sorry.

4 Q. There is kind of like a flowchart or
5 something. Is that information no longer accurate?

6 A. That chart was an estimate. And it was an
7 estimate done before we received the volume of
8 comment letters. And just to clarify, if you're
9 talking about whatever due date it was that's coming
10 up this summer that was, again, to get it to DLNR.
11 They have to review it before it goes to OEQC which
12 is kind of what happened with the draft -- is what
13 happened with the draft EIS, as well.

14 Q. So, is it fair to say the timing moved from,
15 say June to maybe September and now potentially
16 beyond September?

17 A. I would say that it's going to move. It's
18 not likely to be June. It could be. I don't know.
19 Again, we're just part way through the 400 comment
20 letters and responding.

21 Q. As far as you know, the Land Division hasn't
22 retracted or amended or changed on the position it
23 took in the comment letter it wrote on the draft EIS?

24 A. As far as I know, no change.

25 Q. Let me give you Exhibit 3.

1 (Whereupon, a Fee proposal from Wilson
2 Okamoto for preparing the Draft and Final EIS was
3 marked as Exhibit 3 for Identification.)

4 A. You want me to read the whole thing?

5 Q. Have you seen the document before?

6 A. Yes.

7 Q. What is it?

8 A. It's fee proposal from Wilson Okamoto for
9 the preparing the draft and final EIS.

10 Q. If you could turn to the last page. Do you
11 know whose signature that is signing for Alexander &
12 Baldwin?

13 A. I don't. I don't. It's not mine.

14 Q. Okay. Who would be authorized to sign a
15 document like this?

16 A. I'd have to check. We have different
17 officers for different entities. I'm going to say
18 don't guess. I can get that for you. Officers of
19 the company.

20 Q. So this is a \$2,000,000 contract?

21 A. Right.

22 Q. You have to be pretty high level, I would
23 assume, to sign a contract like that or not?

24 A. There are certain -- anybody who is listed
25 as signatories for this entity can sign.

1 Q. I see?

2 A. No matter -- there are certain approvals
3 internally for certain amounts whether you sign.
4 But --

5 Q. This is a question asked out of total
6 ignorance. Alexander & Baldwin -- how many Alexander
7 & Baldwin entities, for lack of a better word, are
8 there? Like --

9 A. I would have to guess. But I'd say more
10 than ten.

11 Q. So I hadn't noticed this. This is Alexander
12 & Baldwin LLC which is technically different than
13 Alexander & Baldwin listed on the stock exchange?

14 A. No. I'm not the lawyer that knows all the
15 legal structure.

16 Q. Okay. Interesting. Interesting. Okay. Do
17 you have any doubt that this is a contract that, I
18 assume, an Alexander & Baldwin subsidiary entered
19 into with Wilson Okamoto?

20 A. I have no doubt this is genuine.

21 Q. Do you know does any part of the contract
22 authorize Wilson Okamoto to obtain professional legal
23 services on behalf of Alexander & Baldwin?

24 A. I would have to read the contract. I'm
25 sorry, what is your question? Whether Wilson Okamoto

1 can hire an attorney on its own?

2 Q. So the legal term is obtain. Obtain
3 professional legal services. I don't want you to
4 guess. Your attorney probably told you that, as
5 well. If don't know that's fine.

6 A. I don't know.

7 Q. Do you know if any part of the contract
8 authorizes Wilson Okamoto to act on legal advice that
9 has been rendered?

10 A. I don't understand the question. Give me an
11 example.

12 Q. I struggle with that. This is part of the
13 Hawaii Rules of Evidence. So it's difficult. I'll
14 try to rephrase it.

15 Does any part of the contract authorize
16 Wilson Okamoto to act on legal advice that Alexander
17 & Baldwin has received and provided to Wilson
18 Okamoto?

19 MR. SCHULMEISTER: I'll just object. That
20 calls for a legal conclusion from a lay witness. But
21 you can answer.

22 A. I still don't quite understand the question.
23 Sorry.

24 Q. That's fair.

25 A. Engineer, I need an example.

1 Q. That's fine. Don't worry about it.

2 (Whereupon, an August 14, 2017 email chain
3 was marked as Exhibit 4 for Identification.)

4 Q. We're calling this Exhibit 4. If you look
5 at the bottom part of the document. This is an email
6 from you, right?

7 A. Yes.

8 Q. And when you say, "We've received approval
9 to proceed with EIS," who did you receive approval
10 from?

11 A. A&B's CEO.

12 Q. I see. That's Chris Benjamin?

13 A. Chris Benjamin.

14 Q. How long did you have to wait for approval
15 from him?

16 A. I don't recall. But there is a process we
17 have to fill out for certain dollar amount things
18 within the company. There is a process where we have
19 to write it up. It's called a capital expenditure
20 request. This one's for professional services.

21 Q. I get it. So it's likely that after you
22 received approval, Chris Benjamin communicated that
23 to whoever signed the previous contract?

24 A. Yeah. Or I did. I don't know who
25 communicated it.

1 Q. Okay. All right. Now, part of your job is
2 media relations, right?

3 A. Yes.

4 Q. Do you oversee the press releases that are
5 issued on behalf of Alexander & Baldwin?

6 A. I review them, yes.

7 Q. Let's take a look at one of them.

8 (Whereupon, an A&B press release re taro
9 streams was marked as Exhibit 5 for
10 Identification.)

11 A. Okay.

12 Q. Do you remember this press release?

13 A. Yes.

14 Q. What was your role in it?

15 A. I probably helped to draft it. And
16 circulate it within the company after the decision
17 was made to do this.

18 Q. Do you understand that to some people,
19 including members of the Sierra Club, the word
20 "restoration" means that all the cement and man-made
21 equipment is removed?

22 A. I've heard that, yes.

23 Q. Do you understand why there would be
24 bitterness about a press release that people believe
25 is misleading?

1 MR. SCHULMEISTER: I'm going to object to
2 that. Calls for speculation and lacks foundation.

3 Q. You can go ahead and answer.

4 A. I would just object that you call this
5 misleading. It certainly wasn't our intent to be
6 misleading. The permanent restoration was of water.
7 This was about water.

8 Q. But you understand why people would say that
9 the way it's written, intentionally or not, would
10 lead some people to think that Alexander & Baldwin is
11 planning to restore streams to their natural state?

12 MR. SCHULMEISTER: Same objection. Lack of
13 foundation and calls for speculation.

14 A. I'm sorry if anybody was upset over this
15 press release. It was supposed to be about the
16 restoration of a lot of water to the streams that
17 meant the most according to Native Hawaiian Legal
18 Corp. to their clients, the East Maui resident
19 clients.

20 (Whereupon, an April 22, 2016 letter was
21 marked as Exhibit 6 for Identification.)

22 Q. Do you recognize this document that is
23 Exhibit 6?

24 A. I do.

25 Q. Did you have a role in drafting it?

1 A. I did.

2 Q. If you look at the second paragraph there,
3 the second sentence says, "The purpose of this letter
4 is to inform you of our intent to fully and
5 permanently restore East Maui streams."

6 Do you see how that sentence can be
7 interpreted to suggest that the streams when they're
8 fully restored are actually restored to their natural
9 state?

10 MR. SCHULMEISTER: Objection, as to lack of
11 foundation and calls for speculation.

12 A. That first sentence in that paragraph talks
13 about the restoration of stream flow. That was the
14 intent of the letter.

15 Q. And I understand you're clear about your
16 intent. But as someone who deals with the media, do
17 you understand that sometimes words can convey a
18 message that may be different than either the literal
19 terms or the intent of the person making them?

20 A. I completely understand that people can take
21 things in a different way from how it was intended.
22 I do understand that.

23 Q. Given that the term "fully and permanently
24 restore" was used, do you think it's appropriate for
25 Alexander & Baldwin to provide a clarification or

1 correction or whatever you want to call it to make it
2 clear that it is not the intent to restore streams to
3 their natural state?

4 A. Can you repeat the question? Sorry.

5 (Record read by the Court Reporter.)

6 A. I just don't think that would be productive.
7 You've informed me that people are upset about that.
8 And all of the diversions, whether they stay or go,
9 are really part of the analysis that the Water
10 Commission is doing right now as we go through
11 implementation of their IFS decision.

12 In some instances removal of diversion will
13 cause way more harm to the environment than leaving
14 it in place.

15 They have become part of the stream
16 structure in some cases. We'd be happy to take you
17 on a tour. You really need to talk to EMI. But
18 there are some -- diversions come in all different
19 sizes and shapes. They are not just necessarily
20 these little offshoot things. Sometimes they become
21 part of the stream bed itself. And I cannot name
22 specific streams.

23 But to tear them out of the stream bed would
24 cause way more damage than just decommissioning them
25 so that the water can either flow around or above or

1 whatever.

2 Q. What kind of damage would it do?

3 A. You'd have to tear -- you'd be tearing up
4 concrete and stuff and you'd be tearing up the stream
5 bed itself.

6 Q. It's not like you're going to get a hole
7 going to the bottom of the earth, right?

8 A. No.

9 Q. There's going to be something underneath the
10 concrete?

11 A. But just the act of disruption and getting
12 the kind of equipment that's needed into the
13 watershed, some of these locations are very remote.
14 And, again, this is something the Water Commission is
15 looking at on a case by case basis. And we will
16 comply or EMI will comply with the decisions that
17 they reach about removal versus decommissioning.

18 Q. But Alexander & Baldwin has taken the
19 position that it would like to abandon or leave in
20 place as many of those structures as possible?

21 A. I don't recall us taking that position. Is
22 that how you're interpreting this?

23 Q. Not this letter. But in terms of what is
24 submitted since then.

25 A. We will comply with what the Water

1 Commission requires.

2 Q. But you will also advocate to the Water
3 Commission to let Alexander & Baldwin leave
4 structures in place?

5 A. No. Alexander & Baldwin will not advocate
6 that.

7 Q. Switching gears. You served on the Nature
8 Conservancy's Board?

9 A. I did.

10 Q. What years?

11 A. I knew you were going to ask that. I don't
12 recall. I truly don't recall.

13 Q. It was a while ago?

14 A. It was a while ago.

15 Q. Was that before Suzanne Case became head of
16 the Nature Conservancy in Hawaii?

17 A. I believe so.

18 Q. How much has Alexander & Baldwin,
19 historically, donated annually to the nature
20 conservancy?

21 A. I'd have to check. But in recent years
22 \$10,000 a year to be part of their corporate council.
23 It has a name I'm not exactly remembering.

24 Q. Is it fair to say Alexander & Baldwin is one
25 of the larger donors to the Nature Conservancy?

1 A. I don't know that for a fact, recently. I
2 would think there are much larger donors than A&B to
3 the Nature Conservancy.

4 Q. When you were on the board was Alexander &
5 Baldwin one of the leading donors?

6 A. I think we were one of the long-time donors.
7 I don't know if, in dollar amounts, we were the
8 leading. I don't recall.

9 Q. Now, you served on the Water Commission from
10 January 2002 to June 2009; is that right?

11 A. Yes.

12 Q. And you recall what organizations opposed
13 your nomination?

14 A. I know Native Hawaiian Legal Corp. Probably
15 you guys. I don't recall. I remember a lot of
16 people opposing a lot of individuals. Definitely
17 Native Hawaiian Legal Corp.

18 Q. While serving on the Water Commission was
19 one of your tasks, as a commissioner, to help select
20 the deputies serving the Water Commission?

21 A. There is a technicality about that I'm
22 trying to remember. I believe it was the head of the
23 DLNR, the chairman of the DLNR's job to choose it.
24 But then they brought it to the commission for
25 ratification.

1 Q. Was your role merely to ratify or did you
2 talk to the chair? Did you talk to other
3 commissioners about the person and whether, who to
4 select?

5 A. I never talked to the chair and I never
6 talked to any other commissioners about the
7 selection.

8 Q. But it would -- you would have decided it,
9 it would have been a vote at a meeting ratifying the
10 choice?

11 A. Yes.

12 Q. Who was that person?

13 A. I don't recall. I really don't recall. You
14 want to tell me?

15 MR. SCHULMEISTER: Was it more than one?

16 A. That's what I'm wondering.

17 Q. That is my next question. Were there more
18 than one deputy for the Water Commission while you
19 were on the water commission?

20 A. I have a really bad memory, and I don't
21 know. I can name a number of different deputies.
22 There was Linor Nishi something (phonetic). There
23 was Ken Kawahara. And I actually don't know when
24 Yvonne was a deputy.

25 Q. Actually, Yvonne was briefly when Peter

1 Young was on the board which was when Linda Lingle
2 was governor which would be in that timeframe. How
3 many instream flow standards do you recall being
4 established while you served on the Water Commission?

5 MR. SCHULMEISTER: Could you read that back?

6 (Record read by the Court Reporter.)

7 MR. SCHULMEISTER: Do you mean to include
8 interim instream flow standards?

9 MR. FRANKEL: Thank you. Sure. Yes.

10 A. What do you mean by "establish to"? Finally
11 passed?

12 Q. Yes. There would be some vote that the
13 commission took to establish an instream flow
14 standard that's either interim or permanent on any
15 stream.

16 A. So there was the 2008 vote on the first
17 eight taro streams in East Maui. But that
18 eventually, obviously, that's not like a final
19 decision, right?

20 Q. But you would have recused yourself?

21 A. I totally recused myself. West Maui was
22 going on during that time and I recused myself from
23 that, as well.

24 Q. Other than the East Maui streams and the Na
25 Wai 'Eha streams that had been embroiled in

1 litigation and controversy for years, do you recall
2 any other instream flow standards being established
3 while you served on the Water Commission?

4 MR. SCHULMEISTER: You're including interim?

5 MR. FRANKEL: Yes.

6 A. I don't recall.

7 Q. Do you recall whether insufficient resources
8 was one of the reasons that the Water Commission was
9 not getting the data it needed to establish instream
10 flow standards while you were on the commission?

11 A. I remember that insufficient resources was
12 often a topic to get anything done. Staff was very
13 shorthanded and inundated.

14 Q. Did you lobby to obtain more funding from
15 the legislature for the commission while on the
16 commission?

17 A. I did not lobby at the legislature on behalf
18 of the commission.

19 Q. I'll say -- okay. The word "on behalf" can
20 be interpreted two different ways. So, did you ever
21 ask legislators to provide more funding to the Water
22 Commission? I'll just leave it at ever?

23 A. No. I was not asked to. No.

24 Q. You didn't think that as a commissioner you
25 could take the initiative to help obtain more funding

1 for the agency that you were serving on?

2 A. I actually didn't think that was in my role.
3 If they had asked us to, I mean, sanctioned by --
4 that's what the department want us to do, I wouldn't
5 just go do it.

6 Q. You saw a need for more funding, right? You
7 have to answer out loud.

8 A. I'm sorry. I saw that the resources were
9 insufficient.

10 Q. But you didn't attempt to address that
11 problem?

12 A. Not unilaterally, no.

13 Q. Did you bring it up as an agenda item for
14 the commission to talk about?

15 A. No.

16 Q. Are you familiar with the Waiahole decision?

17 A. From a broad perspective, yes.

18 Q. Did you ever actually read through it?

19 A. I've read parts of it. I've not read the
20 whole decision.

21 Q. You've been briefed on it?

22 A. Probably. That's a long time ago.

23 Q. Do you understand that the Waiahole decision
24 talks about the burden an applicant must meet?

25 A. Not specifically.

1 Q. So can you say from Alexander & Baldwin's
2 perspective whether it feels it has met its burden
3 with respect to the revocable permits?

4 MR. SCHULMEISTER: Let me object to that
5 question. Number one, it's vague and ambiguous with
6 regard to the burden you're talking about. Two, it
7 calls for a legal conclusion.

8 Q. To the extent that you can answer.

9 A. I believe A&B has complied with the
10 conditions of the revocable permits.

11 Q. That's a different question. My question is
12 whether it's your position or belief that Alexander &
13 Baldwin has satisfied the burden that an applicant
14 must meet in requesting to take water from streams?

15 MR. SCHULMEISTER: Let me just object to
16 that question. It's "A", calling for a legal
17 conclusion. And "B", it's unclear whether you're
18 talking about a water use permit applicant as opposed
19 to just a general applicant.

20 Q. I'm talking about for these revocable
21 permits. Go ahead.

22 MR. SCHULMEISTER: Same objections.

23 A. I believe A&B has applied appropriately for
24 these permits.

25 Q. Are you the one that provides information or

1 oversees the preparation of the information that goes
2 to the Land Division each year or has been going for
3 the last few years?

4 A. I have worked, participated in the
5 compliance report that goes to the Land Division and
6 then to the board every year.

7 Q. Has Alexander & Baldwin, as a part of its
8 request to continue the holdover, provided
9 information to the department regarding the impacts
10 of the diversions in East Maui on native stream life?

11 A. We have provided reports, again, on the
12 compliance to the permit requirements. Some of them
13 have talked about diversions and modifications
14 diversion to provide wood impact waste. And we have
15 complied with those permit conditions.

16 Q. Do you understand that there may be
17 obligations -- well, I don't need to go there. Never
18 mind.

19 When you started working at Alexander &
20 Baldwin, what was the legal authority by which
21 Alexander & Baldwin was able to take water from East
22 Maui streams?

23 MR. SCHULMEISTER: Let me object. It calls
24 for a legal conclusion.

25 A. Could you repeat the question?

1 Q. Sure. When you started working at A&B, is
2 it your recollection that A&B had a lease to take,
3 well, a lease or license or something like that to
4 take water from East Maui?

5 A. Yes.

6 Q. That was a long-term, what is the term that
7 you would use?

8 A. So, I started in '82. So we had one
9 long-term lease at that point and three revocable
10 permits; is that right? Maybe. Anyway.

11 Q. The prior long-term leases were staggered
12 and expiring at different times; is that right?

13 A. Yes.

14 Q. By the time you started, three of them had
15 expired and one was still ongoing?

16 A. That's what I believe. But it could have
17 been two and two. Because I believe they expired in
18 four year increments.

19 Q. Four year increments. It wasn't like
20 decades long?

21 A. Between the expiration?

22 Q. I'm sorry. That's my bad question. The
23 leases that were expiring, how long had they been in
24 effect? Are you saying they were four years or did
25 the difference between the different leases was four

1 year intervals?

2 A. The difference between the different lease
3 expiration dates. It was like a rolling expiration.

4 Q. But the leases were for 20 years, 30 years,
5 50 years? What were they?

6 A. I don't recall the -- but they were
7 long-term. I would characterize them as long-term.

8 Q. Decades?

9 A. Decades.

10 Q. So what -- do you remember what year the
11 last lease expired?

12 A. 1986.

13 Q. That's what David said the other day. I
14 thought it was '85. Now, it has been part of your
15 job responsibility to secure the authorization to
16 obtain this water from East Maui?

17 A. I have worked on those projects for the
18 company, yes.

19 Q. From day one?

20 A. From day one. I was still learning about
21 it. I knew nothing about it.

22 Q. Sure. And the revocable permits at issue in
23 this lawsuit were first issued in the year 2000,
24 right?

25 A. That's my understanding.

1 Q. And the board voted to authorize A&B to
2 continue to use the 33,000 acres of public land and
3 to divert water from these streams in 2001 and 2002?

4 MR. SCHULMEISTER: The Board of Land and
5 Natural Resources.

6 MR. FRANKEL: Correct.

7 A. Yes.

8 Q. It has voted to authorize the continued use
9 in 2005, right?

10 A. I'm not going to remember. But we had
11 permits all along this.

12 Q. You don't remember which years the board
13 voted to authorize the continued use?

14 A. I thought they had to vote, they had to
15 authorize it every year.

16 Q. Do you know if that happened in 2003 and
17 2004?

18 A. I, my recollection is it was some kind of
19 approval was given in 2003 and 2004.

20 Q. Okay. And so, as far as you recall,
21 basically, every year since 2000 the board has voted?

22 A. I'm going to get confused between holdover
23 and renewal and I'm not going to remember when one
24 happened and when the other. All I'm saying is that
25 my understanding was that there was a legal basis why

1 the permit was still there, which permit it was and
2 whether it was a new one or renewal or holdover I'm
3 not going to remember. I'm sorry.

4 Q. I understand. I don't want to go through
5 the legal mumbo jumbo. All I want to know is, is it
6 your understanding that there was a vote each year
7 whether a holdover or RP or a continuance, whatever
8 you want to call it, is it your understanding that
9 the board voted every year?

10 A. I'm not going to remember that. Sorry.

11 Q. But you know it has been voting annually the
12 last several years?

13 A. Yes.

14 Q. How far back would that recollection go?

15 A. At least 2016.

16 Q. And actually -- okay. Leave it at that.
17 Which EMI ditches provide water to the county?

18 A. They take water from the Wailoa ditch.
19 Their off-take is out of the Wailoa ditch. I'm
20 sorry. I don't know the name of the ditch out in
21 Nahiku.

22 Q. Okay. So tell me about that ditch. That's
23 also providing water to the county or that connects
24 to the Wailoa ditch? What are you saying?

25 A. Are you talking about Nahiku?

1 Q. Yes.

2 A. My level of understanding is that the
3 Department of Water Supply obtains water from EMI,
4 the ditch system in some fashion, to service Nahiku
5 community, the lower Nahiku community.

6 Q. And you sat that is a different ditch than
7 the Wailoa ditch?

8 A. I'm saying I don't know. The ditch names
9 sometimes change as they go through.

10 Q. If the court prohibited diversions of water
11 from state land for all the ditches, for all the
12 other ditches beyond Wailoa ditch -- let me rephrase
13 this.

14 If the court prohibited diversions of water
15 from state land on all the ditches except for Wailoa
16 ditch, would there be any direct effect on the
17 county?

18 MR. SCHULMEISTER: May I have that question
19 read back?

20 (Record read by the Court Reporter.)

21 MR. SCHULMEISTER: When you say "diversions
22 on the ditch" you mean -- I'm just going to object as
23 ambiguous. Ditches aren't diverted.

24 A. I don't understand the question. Sorry.

25 Q. Let's say the court said, A&B you can't use

1 these ditches to transport any water with the
2 exception of Wailoa ditch. Would there be a direct
3 effect on the county?

4 MR. SCHULMEISTER: Don't guess.

5 A. I don't know.

6 Q. How often have you met with Suzanne Case
7 outside the context of a BLNR or Water Commission
8 public meeting?

9 MR. SCHULMEISTER: Any timeframe to the
10 question? From the beginning of time?

11 A. I couldn't tell you. What do you mean by
12 "met with"? Why don't you define met with. It
13 happened encounter or called for a meeting?

14 Q. Had a conversation that was more than how
15 are you doing.

16 A. For all time?

17 Q. Did you go to school with her?

18 A. Yeah. That's why you're making this very
19 difficult for me.

20 Q. Okay. I had no idea. I just threw that out
21 randomly. You guys were in the same class?

22 A. Yes.

23 Q. Did you hang out then?

24 A. No. Completely different crowds. I was a
25 nerd.

1 Q. And you're saying she's not?

2 A. No, she wasn't.

3 Q. Okay. Given that context, let's sort of
4 work backwards. In 2020, have you had conversations
5 with Suzanne Case?

6 A. No. I'm sorry. Clarify. Outside of
7 regulatory hearings you're talking about?

8 Q. Yes, yes.

9 A. No.

10 Q. How about in 2019?

11 A. I had one short conversation with her at our
12 high school reunion. I wouldn't even call it a
13 conversation. I'd call it a greeting.

14 Q. How about -- I want go back further in time.
15 But I understand time sort of blurs at a certain
16 point.

17 Have you had any conversations with her
18 outside the context of a meeting since she's been
19 chair of the Board of Land and Natural Resources?

20 A. Can you tell me what year she started being
21 chair of the Board of Land and Natural Resources.

22 Q. Probably, six years ago by now.

23 A. As far as I can remember, no. I'm very
24 cautious because of the contested case hearing on the
25 lease.

1 Q. Okay. Have you had prior conversations,
2 outside the context of a public meeting, with prior
3 Board of Land and Natural Resources chairs?

4 A. Can you name them?

5 Q. Sure. Only in the context while they were
6 chair.

7 A. While they were chair?

8 Q. Yes.

9 A. Can you name them?

10 Q. William Aila?

11 A. No.

12 Q. Peter Young?

13 A. No.

14 Q. Laura Thielen?

15 A. No.

16 Q. There is a guy from Kauai. Older guy.

17 A. Allen Smith.

18 Q. Very good.

19 A. Thank you.

20 MS. WESTON: What was his name?

21 A. Allen Smith. No.

22 Q. Again, while he was chair of BLNR, Gil
23 Agaran?

24 A. No.

25 Q. Now, I'm stumped. I know I'm forgetting

1 somebody. Who have I sued? Okay. How often have
2 you met with the governor to discuss East Maui water
3 issues?

4 A. I don't think I've ever met with the
5 governor on East Maui water issues.

6 Q. How about Ford?

7 A. I have spoken to Ford about East Maui water
8 issues.

9 Q. Have you spoken to any other chief of staff
10 or high level person in the governor's office about
11 East Maui water issues?

12 A. I've spoken to Mike McCartney when he was
13 chief of staff.

14 Q. Did you talk to both Ford and Mike McCartney
15 about, I think it's called House Bill 2501?

16 A. Is that the Act 126? Definitely, not Ford.
17 He wasn't chief of staff then. I'm sorry, are you
18 talking about 2016 bill? Sorry.

19 Q. You're fine. What, I should rephrase my
20 question. Because you remember Act 126 had an
21 expiration and there was an effort to extend that.
22 So you did have conversations with Ford about
23 extending the terms of Act 126?

24 A. Yes.

25 Q. And you talked to Mike McCartney prior to

1 Act 126 coming into effect?

2 A. Yes.

3 Q. Is it fair to use the word "you lobbied both
4 of them"?

5 A. Actually, not. Not so -- the discussions
6 with Mike McCartney was about the taro restoration,
7 voluntary taro restoration. I passed that by him
8 before it went public.

9 Q. Was that at that time when there was an
10 attempt by Mike and other legislators to come up with
11 a grand solution where everybody was going to come
12 together and be happy?

13 A. I don't know of that grand plan. That was
14 not my discussions with him.

15 Q. In your conversations with Ford or Mike
16 McCartney, did you ever ask them to communicate any
17 messages to the Board of Land and Natural Resources?

18 A. No.

19 Q. Have you met with the speaker of the house
20 to talk about East Maui water issues?

21 A. Not specifically about East Maui water
22 issues.

23 Q. Did you talk to him about bills that affect
24 East Maui water?

25 A. Yes.

1 Q. How about to the president of the Senate?

2 A. Yes. May I elaborate on that? You have to
3 remember 2019 was the year that Mahi Pono bought the
4 agricultural lands from A&B. It was in the context
5 of introducing Mahi Pono, as well.

6 Q. In your conversations with any elected
7 official, did you ever ask them to communicate a
8 message to DLNR regarding East Maui water and related
9 issues?

10 A. No.

11 Q. How often have you met with Linda Chow?

12 A. What timeframe are you talking about?

13 Q. 2000.

14 A. Oh, my God. It's usually in relation to
15 some, the permit, some permit issue.

16 Q. So would you say --

17 A. It's like once a year.

18 Q. Is that --

19 A. At most.

20 Q. When you say "once a year" are you
21 suggesting that before the board votes you meet with
22 her and maybe other staff members at DLNR to talk
23 about the continuation of the revocable permits?

24 A. Only if there is a specific issue. I should
25 probably take that one year back. But the example

1 that sticks in my mind is Department of Forestry
2 wanted to talk prior to this permit hearing about
3 reducing the lease area.

4 And Linda was there, as well as other DLNR
5 members. And that's why they were able to say the
6 stat submittal that we agreed with it. So there was
7 a meeting, yes.

8 Q. And you've also met with her and others to
9 talk about the Environmental Impact Statement?

10 A. I don't think I've met with Linda on the
11 EIS. I've met with Russell Tsuji.

12 Q. And Ian Hirokawa?

13 A. And Ian, yes. Thank you. They're part of
14 the process. It's really their EIS which is why they
15 have to review it before it gets published before the
16 EISPN was published. Those are the nature of the
17 meetings.

18 Q. Do you call those meetings or do they call
19 the meetings?

20 A. I don't recall.

21 Q. So, prior to this year's vote on the
22 revocable permits Ian Hirokawa, Linda Chow and others
23 met with representatives from Alexander & Baldwin to
24 talk about a bunch of issues. Were you at that
25 meeting?

1 A. Yes.

2 Q. Okay. Was that a meeting you called or DLNR
3 called?

4 A. My recollection is DLNR called it.

5 Q. Is there a reason you think a meeting like
6 that should be closed to other interested parties,
7 such as Na Moku or the Sierra Club?

8 A. I don't have an opinion on that. That's
9 DLNR's decision. And my understanding is that they
10 spoke to the other parties about these same issues.

11 Q. And your understanding might be based on the
12 fact that Yvonne Izu was invited to that meeting to
13 hear these other issues?

14 A. I did not know that.

15 Q. Okay.

16 MR. FRANKEL: Let's take a break.

17 (Whereupon, a recess was taken from 10:01
18 a.m. to 10:12 a.m.)

19 Q. At the end of 2018, Mahi Pono purchased
20 Alexander & Baldwin's land in Central Maui, right?

21 A. They purchased our agricultural lands in
22 Central Maui.

23 Q. And some other lands too, right? So I want
24 to understand a little bit -- so the plantation
25 closed down what year?

1 A. We announced the closure in 2016. And I
2 think the final harvest was in fall of 2016.

3 Q. And with the purchase by Mahi Pono A&B and
4 EMI -- so let me take a step back. So the amount of
5 water taken from East Maui started dropping in 2016?

6 A. Yes.

7 Q. And then with the purchase by Mahi Pono --
8 well, Alexander & Baldwin and EMI have taken more
9 water from East Maui streams in 2019 than they took
10 in 2018. Is that true?

11 A. More water was diverted, was drawn from the
12 East Maui watershed in 2019 and used, yes, in 2018.

13 Q. Then in 2020, alexander & Baldwin requested
14 from the Board of Land and Natural Resources the
15 ability to take more water in 2020 than was taken in
16 2019?

17 A. At the October 2019 Board of Land and
18 Natural Resources hearing to approve the permits for
19 2020, Mahi Pono presented a projected farm plan for
20 the year 2020 that showed increased water needs
21 because of increased plantings and agricultural
22 activity.

23 Q. And it goes up to 45,000,000 gallons a day
24 for 2020, right?

25 A. On average, yeah. On average. That

1 includes the county's needs for up country Maui
2 community, as well as Kula ag. park.

3 Q. What are the consequences to Alexander &
4 Baldwin if it's unable to secure at least 30,000,000
5 gallons a day of water from East Maui to Mahi Pono?

6 A. Again, Alexander & Baldwin is not the end
7 user of the water. We are in the permit hearings
8 because the permits are nontransferable by their own
9 terms so we couldn't transfer them to Mahi Pono.
10 But, as we just discussed, Mahi Pono is the end user
11 of the water. And they will be harmed because the
12 projection that they gave, as you just mentioned, is
13 45,000,000 gallons per day for 2020 which is more
14 than 30.

15 So they will be harmed in their efforts to,
16 we establish agricultural in central Maui. EMI may
17 be harmed because if we can't -- if they can't,
18 county can't get as much water as it has it in the
19 past the revenues from the county will be reduced.
20 And those monies are relied upon to help maintain and
21 operate the EMI system.

22 Q. Okay. But now I want to know, two things I
23 want to focus on, what are the consequences to
24 Alexander & Baldwin and secondly, if it's unable to
25 secure at least 30,000,000 gallons a day, which would

1 accommodate the county, of water from East Maui to
2 Mahi Pono?

3 A. I'm sorry, what was the first part of your
4 question?

5 Q. So, what are the consequences to Alexander &
6 Baldwin if it is unable it to secure at least
7 30,000,000 gallons a day of water from East Maui to
8 Mahi Pono?

9 A. So, A&B is 50 percent owner of EMI. If EMI
10 suffers in any way A&B will be proportionally be
11 harmed.

12 Q. Is there any other harm that A&B will
13 suffer?

14 A. No.

15 Q. Let me provide a big document.

16 (Whereupon, an SEC Form 8-K was marked as
17 Exhibit 7 for Identification.)

18 A. Did you want me to read it?

19 Q. Do you know what it is?

20 A. I know what it is, yes.

21 Q. What is it?

22 A. Our 8-K filing on the Mahi Pono transaction.

23 Q. I don't even know what 8-K means. What is
24 8-K?

25 A. I actually don't know what it means. There

1 are 10-Ks and there are 8-Ks, and there are filings
2 that you need to make with the SEC because we are a
3 publicly trade company to make sure the public
4 equally knows about things that are happening, big
5 things that happened with the company.

6 Q. And if this came from A&B's website, is it a
7 true and correct copy of the 8-K?

8 A. I would believe so, yes.

9 Q. If you could turn to page 6 of this
10 document. You're familiar with the paragraph that
11 talks about the rebates?

12 A. I am.

13 Q. Could you explain to me what they provide
14 for?

15 MR. SCHULMEISTER: I'll just object. Calls
16 for a legal conclusion. To the extent you can
17 answer, go ahead.

18 A. The price that Mahi Pono paid A&B for the
19 land was for land that was valued as agriculturally
20 productive land. However, it was known at that time
21 that the water was still on a year to year permit and
22 a long-term lease was being pursued.

23 If at the end of the day, in general terms,
24 the land could not be as agriculturally productive as
25 was assumed when Mahi Pono underwrote the deal and

1 gave us a purchase price. Then we owe them back
2 money because the land is not as productive for the
3 purpose for which they bought it.

4 Q. How much water is it that, according to the
5 contract, would be required to be provided?

6 A. I don't think it specifically says a certain
7 amount of water that we had to provide to them.

8 Q. So, on page 6 it refers to minimum water
9 amount. If you look at paragraph A, the fourth line,
10 do you see that, "legally prohibited from delivering
11 the minimum water amount"? Do you see that?

12 A. Uh-huh (affirmative).

13 Q. Do you know how that term is defined in the
14 contract?

15 A. I'd have to check to be accurate. It says
16 defined below.

17 Q. So have you ever looked at that part of the
18 contract?

19 A. I have.

20 Q. Do you recall or do you want to look -- why
21 don't you look through the contract. It's defined
22 below many, many pages below. Do you know that?

23 A. Yes. Can we find, can you help me find the
24 page?

25 Q. I'm trying to. I'm not as prepared as I

1 should be.

2 (Pause.)

3 A. Page 47.

4 Q. There it is. Okay. So what does that
5 provision provide?

6 MR. SCHULMEISTER: What is the question?

7 A. Which provision are you talking about?

8 Q. What question did I ask before we took our
9 long break looking for this?

10 (Record read by the Court Reporter.)

11 Q. What is your understanding, after looking at
12 page 47, what the minimum water amount is?

13 A. Minimum water amount, on page 47, is defined
14 as 30,000,000 gallons per day of surface water for
15 use by the buyer.

16 Q. So what are the consequences to Alexander &
17 Baldwin if you are not able to provide 30,000,000
18 gallons a day of surface water to Mahi Pono?

19 MR. SCHULMEISTER: Objection. Calls for a
20 legal conclusion.

21 A. It's not clear.

22 Q. What's not clear?

23 A. I think your question was whether there
24 would be harm to A&B. It's not -- no actual harm.

25 Q. What are the circumstances under which

1 Alexander & Baldwin might have to provide \$62,000,000
2 to Mahi Pono?

3 MR. SCHULMEISTER: Calls for a legal
4 conclusion.

5 A. Again, it's in a layman's term if at the end
6 of the day they weren't able to secure the amount of
7 water that they needed to make the land
8 agriculturally productive as they had valued it in
9 the transaction with us.

10 Q. Then what happens?

11 A. That's when we would owe them money for the
12 reduced value of the land which has been defined by
13 the people who made the deal as \$62,000,000.

14 Q. So if the court enjoins delivery or prevents
15 the delivery of more than 30,000,000 gallons a day of
16 water there is a possibility that Alexander & Baldwin
17 could suffer a financial loss?

18 A. There is a possibility.

19 Q. And that financial loss could be
20 \$62,000,000?

21 A. Not necessarily.

22 Q. Not necessarily. But it could be? That's
23 the -- let's say that might be the maximum extent of
24 Alexander & Baldwin's liability?

25 A. As a result of the court? I don't think I

1 have enough information to answer that question.

2 Q. Did you participate in drafting this clause,
3 not the legalese but the concept?

4 A. No.

5 Q. Were you aware of any discussions regarding
6 this clause before it was executed?

7 A. Yes.

8 Q. What was the reason this clause was
9 executed?

10 MR. SCHULMEISTER: I would instruct the
11 witness not to answer the question if doing so
12 requires information that came from attorney/client
13 communications.

14 MR. FRANKEL: Right.

15 A. All I can repeat is my understanding the
16 intent of this provision is to provide a mechanism to
17 compensate for the agricultural value of the land
18 that was sold to Mahi Pono if it could not be as
19 agriculturally productive as assumed when they valued
20 the land.

21 Q. Sure. And do you see how this can be
22 interpreted, by some, to suggest that Alexander &
23 Baldwin and Mahi Pono are valuing the water at
24 \$62,000,000 for the water, any water that's
25 delivered -- any more than 30,000,000 gallons of

1 water that are delivered per day?

2 MR. SCHULMEISTER: I'm going to object.
3 Calls for speculation as to what other people may
4 think.

5 A. Its intent was to compensate for the
6 agricultural -- for the value of the land.

7 Q. So any harm to Alexander & Baldwin from the
8 court issuing an injunction would be purely
9 speculative?

10 A. Could you repeat the question?

11 Q. Any harm that Alexander & Baldwin would
12 suffer from the court preventing the delivery of more
13 than 30,000,000 gallons a day of water is purely
14 speculative?

15 MR. SCHULMEISTER: You're talking about
16 specifically in reference to the rebate?

17 MR. FRANKEL: Yes. I haven't heard of any
18 other harm.

19 MR. SCHULMEISTER: Well, the record will
20 speak for itself.

21 A. Can you rephrase your question one more
22 time?

23 Q. Sure.

24 A. For me to answer the questions that you've
25 been asking would be speculative, if that's your

1 question.

2 Q. All right. In 2016, Judge Nishimura
3 invalidated the revocable permits. Do you recall
4 that?

5 A. Yes.

6 Q. But A&B continued to take water from East
7 Maui?

8 A. Immediately following her -- I'm not the
9 lawyer.

10 Q. Her ruling.

11 A. Her ruling. But there were steps taken, I
12 believe, to challenge the ruling.

13 Q. Sure. But in the meantime A&B continued to
14 take tens of millions of gallons of water per day
15 from East Maui?

16 A. What was the date of the ruling?

17 Q. January 2016.

18 A. We would have still been in sugar waning
19 days of sugar, yes. Sorry, I'm cold.

20 (Discussion off the record.)

21 Q. So tens of millions of gallons a day
22 after --

23 A. I don't know the amounts. We would have
24 announced the shut down of sugar. And I don't know
25 how much we were still irrigating, to be honest.

1 Q. Did you know that the legislature amended
2 Chapter 343 to explicitly allow the preparation of an
3 EIS by an applicant in 2012?

4 A. I was not aware of that.

5 Q. But A&B didn't start the EIS regarding the
6 disposition of East Maui lands in 2012, did it?

7 A. No.

8 Q. What year did A&B start the process?

9 A. We offered to do the, prepare the EIS as
10 part of our lease application in 2001. Immediately,
11 there was an objection filed by the Native Hawaiian
12 Legal Corp., as well as Maui Tomorrow about,
13 specifically about A&B being the preparer instead of
14 the BLNR. Part of the reason we offered is because
15 we had an estimate for \$2,000,000 and the DLNR didn't
16 have money to prepare the EIS.

17 So I believe that objection by Native
18 Hawaiian Legal Corp. wasn't lifted until 2015, 2016.
19 So, in 2016 the BLNR first, upon withdrawal of that
20 objection BLNR ordered us to first scope the EIS and
21 to identify which parts of the EIS could proceed
22 prior to there being an IIF decision and which
23 portions required the IIF decision. So we did that
24 scoping, we submitted it to BLNR.

25 They approved it and we proceeded with the

1 EIS after they ordered us to proceed with the EIS,
2 gave us the green light which, I think, July.

3 Q. Of what year?

4 A. July 2016.

5 Q. So what year did you start the EIS?

6 A. July 2016.

7 Q. Immediately after that?

8 A. Yes.

9 Q. Can you name me all the times that
10 Alexander & Baldwin has changed its behavior or
11 altered its actions because the Native Hawaiian Legal
12 Corporation or Na Moku objected to something?

13 A. No. You asked me if I could name all the
14 times? No.

15 Q. Can you name one other instance?

16 A. Probably. I'm sorry, I'm blanking right
17 now.

18 Q. They objected to the diversion of streams,
19 but you didn't stop diverting streams?

20 A. We did stop diverting some streams back in,
21 I'm going to forget, 2008 interim order from the
22 BLNR.

23 Q. It wasn't because, simply because the Native
24 Hawaiian Legal Corporation objected, it was because
25 you were ordered to by the board. My question is,

1 when have you done anything simply because an
2 objection was filed by either Na Moku or the Native
3 Hawaiian Legal Corporation?

4 A. I don't know if it was in the beginning or
5 prior to all this regulatory challenges, we had gone
6 out with Na Moku and some its East Maui residents to
7 the taro water systems and offered to help to clear
8 their own Hawaiian ditches to help improve their
9 water delivery.

10 Especially, in the taro growing areas, and I
11 don't remember whether it's Wailoanui or Keanae or
12 both.

13 There are springs that arise below our ditch
14 that even during times when there was very little
15 water in the ditch were productive.

16 We have old records of the output of Banana
17 Springs and Akeke Springs. So we were looking for
18 ways for them to get more water from those sources
19 into their taro fields by offering to clean the
20 ditches.

21 I don't recall but my recollection, not with
22 certainty, I don't think that was agreed to.

23 Q. So my question was about an objection that
24 was made. You're making a big deal about the fact
25 that an objection was made by NHLIC and Na Moku. My

1 question is, they've also objected to the taking of
2 water. But you waited until the board made a
3 decision.

4 And so I'm asking are there any instances
5 when you changed, when Alexander & Baldwin changed
6 its behavior, altered its actions because an
7 objection was filed, simply because the objection was
8 filed?

9 A. In 2016 they offered to voluntarily restore
10 all of the taro streams they had identify as their
11 priorities. That was not done under any order.

12 It was subsequently wrapped into the IIF's
13 decision. But it started with a voluntary act on
14 A&B's part.

15 Q. That was about 15 years after the
16 proceedings had begun, initiated by the petitions
17 filed by NHLHC and the initial request for a contested
18 case hearing on the disposition of the lands, right?

19 A. It was in 2016.

20 Q. What is your role with Alexander & Baldwin's
21 PAC?

22 A. Which PAC? Can you be more specific?

23 Q. How many PACs does Alexander & Baldwin have?

24 A. We have two. You're talking, like a
25 political action committee PAC?

1 Q. Correct.

2 A. Yes, we have two.

3 Q. Is one state, one federal?

4 A. Yes.

5 Q. What is your role with each of those?

6 A. I have a title. I don't know what it is.

7 But it's something, like treasurer or some title with
8 it.

9 Q. How long have you had that role with the two
10 PACs?

11 A. I don't remember. A long time.

12 Q. Since 2000, at least?

13 A. Yes.

14 Q. Where does the money come from for A&B's
15 PAC?

16 A. Which PAC? HI PAC or FED PAC?

17 Q. Each one.

18 A. FED PAC is, by law you're prohibited from
19 making corporate contributions so that comes from the
20 employees.

21 And the HI PAC, now the sole source of funds
22 since 2006, I believe, has been employee funds.

23 Q. So both are employee funds, only, since
24 2006?

25 A. Yes.

1 Q. Before 2006 the corporation was putting
2 money in it?

3 A. The corporation could fund it prior to that,
4 yeah.

5 Q. When you say "employees" do you contribute
6 to both PACs?

7 A. I do.

8 Q. Do you help decide what candidates to give
9 money to?

10 A. I do.

11 Q. And you decide which candidates, you help
12 decide which candidates and how much?

13 A. Yes.

14 Q. What criteria do you use?

15 MR. SCHULMEISTER: I'm going to object. Can
16 I ask how this is either relevant or reasonably
17 calculated to lead to relevant evidence in this case?

18 MR. FRANKEL: We're going to get there.
19 We're getting there.

20 THE DEPONENT: Do I respond?

21 MR. SCHULMEISTER: You can go ahead.

22 A. I'm sorry. What was the question again?

23 Q. What criteria do you use?

24 A. What criteria do we use? Typically, if they
25 ask and they're involved in some of the areas of

1 subject matter that we are involved in we will give
2 them a contribution. It's -- they are either
3 geographically where our operations are or they are
4 in decision making roles that could affect our
5 business, the success of our business. So it's --
6 yeah.

7 Q. So you don't have, like a formal matrix.
8 It's more of a informal look at whether they come
9 from a geographic area you're concerned with or part
10 of a decision making role that could affect you?

11 A. Yeah. Generally. Those are general
12 criteria.

13 Q. Does it matter what their position is on
14 issues?

15 A. No. Not necessarily. I think you will see
16 that we have given money to people who have opposed
17 us.

18 Q. Such as?

19 A. Kai Kahele.

20 Q. You gave him a hundred dollars?

21 A. I don't remember how much we gave him. The
22 PACs do not give huge amounts of money.

23 (Whereupon, a Political Contributions
24 spreadsheet was marked as Exhibit 8 for
25 Identification.)

1 A. This is really small.

2 Q. It's really small. Sorry. Looking at this
3 first page, this is from the campaign spending
4 commission report that you can get off their website.
5 Does information in this seem surprising or
6 inaccurate? Is that what you would expect?

7 This first page, by the way, is for the PAC.

8 A. It's just -- alphabetical?

9 Q. It's listed alphabetically. And it's,
10 actually I misspoke, it's from A&B itself not the
11 PAC.

12 A. No, it can't be.

13 Q. Somehow it's listed separately than the PAC
14 on the campaign spending commission's website.

15 A. A&B, Inc. does not make contributions.

16 Q. That's interesting. That's how it's listed
17 on the website. Okay. So you think this is coming
18 from the PAC not the, not A&B itself?

19 A. Yes.

20 Q. So this is probably a subset of the ones
21 that are from the PAC. Just looking at this page, it
22 looks like you gave a bunch of money to Arthur Brun.

23 A. Yes.

24 Q. Probably not the wisest?

25 A. Your second question is, did I know he was

1 into drugs? No.

2 Q. Probably not the wisest investment. I don't
3 see Kai Kahele on this list, on this page at least,
4 right?

5 A. Yeah.

6 Q. Going to the next set of pages, which I
7 believe is quite long, it's 19 pages. I believe
8 you'll see Kai Kahele's name on page 8.

9 A. Hold on. Yeah.

10 Q. Is it fair to say that's --

11 A. Did you look at the FED PAC?

12 Q. I did not.

13 A. Try to look at the FED PAC under Kai Kahele
14 for 2019. He was running for congress by that time.

15 Q. You give a bunch of money to even candidates
16 who you think are opposed to what A&B wants?

17 A. If I went through here I could probably name
18 some people who voted against us. It just depends on
19 the issue, right? We do not using the PAC to reward
20 or penalize people.

21 The idea is just to open a door so maybe
22 they'll take your call. Maybe they won't.

23 Q. What's the basis of giving different people
24 different amounts of money?

25 A. So you'll probably notice a little pattern

1 here that \$1,000 are typically county council races.
2 That's because there are fewer of them on a council.
3 There are 7 or 9. And they are a governing body.

4 House members get less than Senate. Again,
5 there are 51 and 26. There is kind of a pattern.
6 There's ones that are in our districts. Maui, Kauai.
7 Now, we have different districts. Especially, Maui
8 at the time. So you give them a little more.
9 There's generally a pattern.

10 Q. You folks gave a lot of money to Neil
11 Abercrombie when he was governor?

12 A. That wouldn't be a surprise.

13 Q. Page 1. Sorry. The next page is labeled 1.

14 A. Yes. Governors typically do. If they ask.
15 We don't proactively offer. It's when they have
16 events.

17 Q. I see. I see. Okay. But you gave money to
18 Abercrombie but not to Ige when they were running
19 against each other or maybe significantly more to
20 Abercrombie than to Ige?

21 A. Was he the incumbent?

22 Q. Yes, he was.

23 A. Yes.

24 Q. So you would give more money to incumbents
25 than to challengers, generally?

1 A. Typically.

2 Q. And you don't -- do you think providing that
3 money, you said helps to open doors?

4 A. I think -- I think the purpose, yeah, is to
5 connect in some fashion. There is no expectations
6 otherwise. I think on a personal level, I mean, if
7 people, these are people who kind of volunteer their
8 time. We need good elected officials. It's to
9 support people who are in office.

10 Q. And you don't think providing these
11 contributions has helped Alexander & Baldwin secure
12 water in East Maui?

13 A. I don't. I don't think we give enough to
14 influence decisions.

15 Q. Why then is it in the interest of your
16 shareholders for Alexander -- it's not coming from
17 Alexander & Baldwin's funds, right? It's not --
18 Alexander & Baldwin does not, as you explained to us
19 doesn't finance this?

20 A. They haven't financed the HI PACs since 2006
21 and have never financed the FED PAC.

22 Q. And you provide in the last page, you
23 provide contribution, as well, from you, personally?

24 A. I do.

25 Q. And are your contributions consistent with

1 what the PAC provides or is it, do you have separate
2 criteria than the PAC?

3 A. It's my own personal decisions.

4 Q. So do you have any criteria in mind?

5 A. I give if I like the person or support their
6 candidacy. Personal decision.

7 Q. Have you ever asked -- have elected
8 officials ever asked you, you as an individual or you
9 in your role of the PAC to provide campaign
10 contributions to other candidates?

11 A. I think people have introduced us to other
12 candidates. Not a specific ask. But, I mean, they
13 introduced us to candidates. Or they tell us they
14 like somebody.

15 Q. Implication is, please contribute to their
16 campaign?

17 A. Their implication is they endorse these
18 people. So, I guess, what's missing is if you don't
19 like the person endorsing you're not going to endorse
20 the people. It's just, yeah, opinions.

21 Q. With the implication that you guys should
22 help out?

23 A. They just will say this is a good guy or
24 this person is part of my team.

25 Q. So is the implication that Alexander &

1 Baldwin should help?

2 A. I can't speculate. They are saying
3 something. I'm taking it one way or another.

4 Q. Are you ever taking it to suggest that you
5 should be providing funds to this candidate?

6 A. I would take it as to consider giving. Not
7 should.

8 Q. Right.

9 A. Yeah. That this is a person you should
10 consider.

11 Q. How often do you, then, follow up providing
12 funds to that candidate?

13 A. I couldn't say. I can't even think of a
14 specific incident.

15 Q. Has anyone from a governor's administration
16 asked you folks to provide campaign contributions?

17 A. No.

18 Q. Bruce Copa never did? Mike McCartney never
19 did?

20 A. Mike McCartney never did. I don't
21 remember -- who was Bruce?

22 Q. He was head for Abercrombie.

23 A. No. I don't think Bruce ever asked me.

24 Q. I want to ask you about these things.

25 (Whereupon, 2 SEC Form 4, statements of

1 Changes in Beneficial Ownership were marked as
2 Exhibit 9 for Identification.)

3 MR. SCHULMEISTER: These two pages are one
4 exhibit?

5 MR. FRANKEL: They're two different pages.
6 I just want to keep it as one thing.

7 Q. Can you explain what a Form 4 is?

8 A. Any time there is a change in stock
9 ownership I think you file a Form 4.

10 Q. Because it's, like insider trading kind of
11 thing?

12 A. It's because I'm a 16(b) officer. Some kind
13 of federal code designation. And it makes me fall
14 into this category of having to file these documents.

15 Q. So it appears to me, but I could be wrong,
16 that the first page this was --

17 MR. SCHULMEISTER: When you say "first page"
18 can you be more specific?

19 Q. It's dated January 21, 2020. Sorry. The
20 transaction date, if you look at, there's two dates
21 1-28 and 1-29.

22 The next second page is February 1st.

23 A. Okay.

24 Q. So, "D" suggests the sale of stock. I think
25 "A" is acquisition. Under the coding, under category

1 4.

2 A. Okay.

3 Q. So is that -- am I understanding this
4 correctly that you sold a lot of shares on January
5 28th and 29th?

6 A. On January 28th I sold 1,022 shares. And on
7 29th, 921.

8 Q. And is the column 5, is that how many shares
9 you retained after the sale?

10 A. Uh-huh (affirmative).

11 Q. Okay. And then the next day it looks like
12 you bought or vested maybe? I'm not quite sure what
13 the term is a lot of shares. Is that right?

14 A. That's what I believe this is about, yes.

15 Q. 5,718 shares; is that right? So you sold
16 approximately 2,000 shares January 28th and 29th and
17 February 1st you bought 5,718 shares?

18 A. That's what these documents indicate.

19 Q. Can you explain why you'd do that?

20 A. My understanding -- the 5,718 shares are
21 shares that I vested in. So we have various
22 incentive comp programs that don't -- they vest over
23 time.

24 So I earned the 5,718 shares. And the two
25 sets of sales are to pay the taxes on the --

1 Q. I get it, okay. Then at the end of the day
2 -- well, at the end of February 1st day you had
3 119,195 shares of A&B, personally. Your husband had
4 213. And 640 is for your retirement thing?

5 A. TCESOP is some kind of retirement account.

6 Q. So you have, like more than \$2,000,000 in
7 Alexander & Baldwin shares. Is that fair to say?

8 A. Depends on market price. I don't know where
9 it is today.

10 Q. Right. So that's a lot of money, right?

11 A. I worked there for 38 years.

12 Q. Plus, you have, I think you have stock in
13 Cincinnati Bell?

14 A. As a result of being on their board, yes.

15 Q. And it's gone up quite a bit, recently?

16 A. It went down quite a bit right before that.
17 I don't know where it stands.

18 Q. Is it fair to say that money is important to
19 you?

20 A. No. I'm being a little facetious. What is
21 the context of your question?

22 Q. Well, you've worked hard. You've earned a
23 lot of money. Is that fair?

24 A. I've worked hard, yes, I've earned a lot of
25 money.

1 Q. So do you understand that for some people
2 money may not be as high a priority in their lives?

3 MR. SCHULMEISTER: Let me ask you what is
4 your offer of proof as to relevance? Or reasonably
5 calculated to lead to relevant evidence about
6 revocable permits?

7 MR. FRANKEL: I'm going to bias.

8 Q. Do you understand that?

9 A. Can you repeat that?

10 Q. That there are other people who for whom
11 money may not be as an important value in their
12 lives?

13 MR. SCHULMEISTER: How does what other
14 people think have anything to do with her bias?
15 You're pushing the envelope here, counsel.

16 MR. FRANKEL: Okay. I understand.

17 MR. SCHULMEISTER: I'd appreciate it if
18 you'd ask questions that are either relevant or
19 reasonably calculated to lead to relevant evidence.
20 If you're talking about her financial interest that's
21 one thing. Asking her to speculate about what other
22 people's believes are about money, I think that's
23 beyond the pale.

24 MR. FRANKEL: I'm almost done, David.

25 MR. SCHULMEISTER: Hurry up.

1 Q. When an entire community that depends on
2 free flowing streams is deprived of that water, how
3 do you think they should feel?

4 MR. SCHULMEISTER: I'm going to object.
5 Lacks foundation. Assumes facts not in evidence.
6 Calls for speculation.

7 MS. WESTON: Join.

8 Q. Go ahead and answer.

9 A. That's a hypothetical question.

10 Q. Really? Do you think it's hypothetical?

11 A. Break down your sentence again.

12 Q. When an entire community that depends on
13 free flowing streams is deprived of that water how do
14 you think they feel?

15 MR. SCHULMEISTER: Lacks foundation. It's
16 an improper hypothetical. And calls for speculation.

17 MS. WESTON: Join.

18 A. I don't know that an entire community has
19 been completely deprived. There are phrases in there
20 that I can't say are true or aren't true. It seems
21 very hypothetical to me.

22 Q. Do you understand that members of the Sierra
23 Club care about protecting nature and free flowing
24 streams?

25 A. I actually, I never read your mission

1 statement. But by some of the things that you
2 personally advocate for if you're representing the
3 Sierra Club I would say, yes.

4 Q. What do you think the Sierra Club's
5 motivations are in bringing, pursuing this lawsuit?

6 A. I can't speculate. You'd get offended.
7 Everything we say is misinterpreted so I'm not saying
8 anything.

9 Q. Well, is Alexander & Baldwin's mission
10 ultimately is to make money for its shareholders,
11 isn't it?

12 A. No. Not its sole mission, no.

13 Q. It's a primary mission?

14 A. It's also to be responsible to its
15 communities and its employees and its partners.

16 Q. Is it responsible to the communities to take
17 all the water from a stream?

18 MR. SCHULMEISTER: Object. Calls for
19 speculation, lack of foundation.

20 A. Is that a hypothetical question again? What
21 are you asking me?

22 (Record read by the Court Reporter.)

23 A. I think that's a hypothetical question.

24 Q. Is it responsible to the communities to take
25 all of the base flow from 13 streams?

1 MR. SCHULMEISTER: Same objection.

2 A. Again, I feel like there's some facts
3 missing here. So if you want to ask me if it's
4 responsible to do a specific act so -- which 13
5 streams are you talking about? When did we take,
6 using every single day all of the base flow is taken?
7 I don't know. I don't know that for a fact.

8 Q. So there are 13 streams that are not covered
9 by the water commission's decision of 2018. They
10 weren't part of the petition.

11 The board's authorization allows Alexander &
12 Baldwin to take all the water from those streams and
13 the EMI ditch system is designed to take all the base
14 flow, plus?

15 So below these diversions there is no water
16 in the streams.

17 MR. SCHULMEISTER: I'll object to the
18 question.

19 Q. My question is --

20 MR. SCHULMEISTER: Lack of foundation. You
21 hadn't asked question. Go ahead, ask the question.

22 Q. My question is, if profit motive is not the
23 primary purpose of Alexander & Baldwin but being
24 responsible is equally important how does that, how
25 is that purpose served given the dewatering of these

1 streams?

2 MR. SCHULMEISTER: Lack of foundation.
3 Calls for speculation.

4 MS. WESTON: Join.

5 A. So I think there are a lot of communities
6 that have different interests. And A&B has been part
7 of the Maui community now for 150 years. And we have
8 tried for all of that time to keep Central Maui in
9 agriculture. That concern for the community doesn't
10 go away just because we sold our agricultural lands.

11 I think A&B, I know I personally and I think
12 much of the Maui community wants to see Central Maui
13 lands put back in agriculture.

14 (Whereupon, a fire alarm sounded that forced
15 the conclusion of the deposition.)

16 (Discussion off the record.)

17 Q. One last question to wrap it up. Is it
18 Alexander & Baldwin's intent to attack the integrity
19 or sincerity of any of the members of the Sierra
20 Club?

21 A. No.

22 MR. FRANKEL: We can finish. Unless you
23 guys have questions.

24 MR. SCHULMEISTER: No questions.

25 MS. WESTON: No questions.

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(Deposition concluded at 11:04 a.m.)

1 I, MEREDITH CHING, hereby certify that I
2 have read the foregoing typewritten pages; and
3 corrections, if any, were noted by me; and the same
4 is now an accurate and complete transcript of my
5 testimony.

6
7 Dated at _____ Hawaii
8 this _____ day of _____, 2020

9
10 _____
11 MEREDITH CHING

12
13
14 Signed before me this _____ day
15 of _____, 2020.

16
17
18 _____
19 Witness to Deponent's Signature

20
21 Sierra Club vs.
22 Board of Land and Natural Resources, et al.
23 Civil No. 19-1-0019-01 JPC, March 12, 2020
24 by William T. Barton, RPR, CSR.

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C E R T I F I C A T E

I, WILLIAM T. BARTON, Certified Shorthand Reporter, do hereby certify:

That on March 12, 2020 at 9:00 a.m., there appeared before me MEREDITH CHING, the deponent whose deposition is contained herein; that prior to being examined was first by me duly sworn;

That the deposition was taken down by me in machine shorthand and was thereafter reduced to typewriting; that the foregoing represents, to the best of my ability, a true and correct transcript of the deposition in the foregoing matter.

That pursuant to Rule 30(e) of the Hawaii Rules of Civil Procedure, a request for an opportunity to review and make changes to this transcript:

 X Was made by the deponent or a party (and/or their attorney) prior to the completion of the deposition.

 Was not made by the deponent or a party (and/or their attorney) prior to the completion of the deposition.

 Was waived.

I further certify that I am not an attorney for any of the parties hereto, nor in any way concerned with the outcome of the cause named in the caption.

Dated this 20th day of March 2020 in Honolulu, Hawaii.



WILLIAM T. BARTON, CSR No. 391
Certified Shorthand Reporter

MJC SC DEPO CORRECTIONS

PAGE	LINE	CORRECTION	REASON
5	4	Add "BLNR Meeting" to the end of the sentence	To complete the sentence
6	10	Change "in" to "with"	Grammar
6	20	Delete "A little bit"	Incomplete, incorrect phrase
7	1	Change "Four and a half" to "Five and a half"	Corrected fact
7	7	"idea" should be "area"	Transcription error
7	16	Change "their" to "the" and "unit" to "units"	Transcription error
7	24	Change "Hocks (phonetic)" to "Cox"	Corrected fact
15	4	Change "but this is" to "they exist—"	Transcription error
15	10	Change "is this" to "was set"	Transcription error
20	17	Change "fill out" to "follow"	Transcription error
24	11	Change "IFS" to "IIFS"	Transcription error
24	21	Change "And" to "But"	Transcription error
27	1	Put a period after "fact" and start next sentence with "Recently"	Transcription error
29	18	Change ", obviously," to "was redone"	Transcription error
30	12	Change "topic" to "obstacle"	Transcription error
31	4	End sentence after "to do." Start next sentence with "I wouldn't..."	Transcription error
33	13	Add the word "to" at the end of that line	Transcription error
33	14	Change "wood impact waste" to "wetted pathways"	Transcription error
34	21	Change "expiration" to "expirations"	

38	9	Add "the watershed" at the end of the sentence	Corrected text
45	5	Insert "in" between the words "say" and "the" at the end of the line	Transcription error
45	6	Change "stat" to "staff"	Transcription error
45	14-16	Change to "It's really their EIS which is why they have to review things before the DEIS gets published, before the EISPN was published"	Corrected text
47	12	Insert "than" before "in 2018"	Transcription error
48	16	Change "we establish" to "re-establish"	Transcription error
48	18	Change "county can't get" to "get the County"	Corrected text
48	19	Insert a comma after "past"	Corrected text
50	3	Change "trade" to "traded"	Transcription error
51	1	Insert "as" between "us" and "a"; replace period after "price" with a comma	Transcription error
52	24	Change last sentence to "It's not clear there would be actual harm"	Corrected text
53	5	Delete "it's" and "a"; change "term" to "terms,"	Corrected text
57	20	Add a comma after "objection"	Transcription error
57	22 and 23	Change "IIF" to "IIFS"	Transcription error
58	2	Change "which" to "in"	Transcription error
59	5	Change "this" to "these"	
59	8	Change "own Hawaiian ditches" to "auwai"	Corrected text
59	11	Change "Wailoanui" to "Wailuanui"	Transcription error
59	19	Change "the" to "their"	Transcription error

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60	9	Change "they" to "we"	Corrected fact
60	10	Change "identify" to "identified"	Transcription error
60	12	Change "IIF's" to "IIFS"	Transcription error
62	2	Change "it" to "the A&B HiPAC"	Important clarification
63	2	Change "It's - -" to "If"	Transcription error
65	19	Change "using" to "use"	Transcription error
67	20	Change "HI PACs" to "HiPAC"	Corrected fact
71	25	Delete "- -" and add "earned shares"	To complete the sentence
72	11	Insert "have" between "I" and "worked"	Transcription error
74	25	Delete the second ", I" and replace with "have"	Corrected text
76	6	Change "using" to "are you saying"	Transcription error

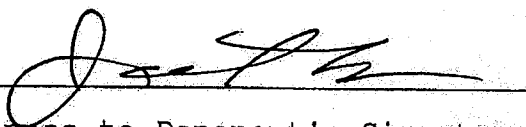
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1 I, MEREDITH CHING, hereby certify that I
2 have read the foregoing typewritten pages; and
3 corrections, if any, were noted by me; and the same
4 is now an accurate and complete transcript of my
5 testimony.

6
7 Dated at Honolulu Hawaii
8 this 24 day of April, 2020

9
10 
11 MEREDITH CHING

12
13
14 Signed before me this 24 day
15 of April, 2020.

16
17 
18
19 Witness to Deponent's Signature

20
21 Sierra Club vs.
22 Board of Land and Natural Resources, et al.
23 Civil No. 19-1-0019-01 JPC, March 12, 2020
24 by William T: Barton, RPR, CSR.

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