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IN THE CIRCUIT COURT OF THE FIFTH CIRCUIT
STATE OF HAWAII

DCI PARADISE, LLC dba HILTON
GARDEN INN, a Hawaii limited liability
company;

Plaintiff,

vs.

THE PRINCETON EXCESS AND
SURPLUS LINES INSURANCE
COMPANY, a Delaware corporation;
STEADFAST INSURANCE COMPANY,
a Delaware corporation;

Defendant.

CIVIL NO.

**COMPLAINT FOR BREACH OF CONTRACT
AND BAD FAITH; DEMAND FOR JURY TRIAL;
SUMMONS**

COMPLAINT FOR BREACH OF CONTRACT AND BAD FAITH

Plaintiff DCI Paradise, LLC by and through its undersigned attorneys, allege the following allegations and claims against Defendants The Princeton Excess and Surplus Lines Insurance Company and Steadfast Insurance Company:

PRELIMINARY STATEMENT

1. This matter arises over the dispute of insurance coverage resulting from a natural disaster, which is the COVID-19 pandemic (hereinafter, “COVID-19”, “pandemic”, or “COVID-19 pandemic”). Plaintiffs sought and obtained coverage from Defendants to cover a myriad of risks for all aspects of its business operations, including, but not limited to, liability, property damage, property loss, and business income.

2. Plaintiff purchased property casualty insurance from Defendants for the purpose of transferring its risk and its exposure from sudden catastrophic loss and to reduce financial uncertainty which make accidental loss manageable which allows it to enable its owners, suppliers, investors and creditors to have confidence in its continuing operations and viability.

3. Plaintiff asserts claims for physical loss resulting in business interruption. Under longstanding principles of insurance law, Plaintiff is entitled to payment under its insurance policy from Defendants for the physical loss it suffered. Specifically, the pandemic caused direct physical loss of or damage to Plaintiff’s operations by physically impairing, detrimentally altering, rendering them nonfunctional, and by depriving them of the ability to function and operate. The threshold legal question Plaintiff comes to this Court with is whether Defendant Insurers must provide coverage under an all-risk commercial insurance policy for direct physical loss and/or damage caused by the pandemic, which has physically impaired, detrimentally altered, and rendered Plaintiff’s operations and properties nonfunctional.

4. The pandemic significantly impaired Plaintiff’s business activities by imposing direct physical restrictions that impaired Plaintiff’s operations and properties and rendered them nonfunctional for their intended purposes. Plaintiff’s business operations were directly and

physically altered to a material degree, in that customers, employees, suppliers, or humans were not allowed to occupy certain parts of the interior of the premises as would be the normal function.

5. Plaintiff reasonably believed and expected that the pandemic was among the risks covered under its insurance policy with Defendants.

6. Accordingly, Plaintiff seeks an award of damages pursuant to terms under its insurance policy with Defendants, for the loss and damage caused to Plaintiff because of the pandemic.

JURISDICTION AND VENUE

7. This action is insurance coverage litigation arising out of Defendants The Princeton Excess and Surplus Lines Insurance Company and Steadfast Insurance Company's wrongful failure to provide insurance coverage and payments to Plaintiff, and related conduct.

8. The amount in controversy exceeds the minimum jurisdictional requirements for Circuit Court actions.

9. Venue is proper in the Fifth Circuit, as that is where these claims for relief arose.

PARTIES

10. Plaintiff DCI PARADISE LLC dba HILTON GARDEN INN ("Plaintiff") is a limited liability company organized under the laws of the State of Hawaii with its principal place of business at 3-5920 Kuhio Hwy, Kapa'a, HI 96746.

11. Defendant THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY is a corporation organized under the laws of the State of Delaware with its principal place of business located at 555 College Road East, Princeton, NJ 08543.

12. Defendant STEADFAST INSURANCE COMPANY is a corporation organized under the laws of Delaware with its principal place of business located in the state of Illinois.

13. Defendant subscribed to Policy Number B2A3IM0003268-00 and Policy Number BPP9646437 ("Policy") and issued the Policy for Plaintiff's property and business for the period of October 1, 2019 through October 1, 2020. A true and correct copy of The Policy is attached hereto as **Exhibit 1**.

FACTUAL BACKGROUND

14. On or around October 1, 2019, Defendants entered into a contract of insurance with Plaintiff in the event of a covered loss or damage. The Policy issued by Defendants was a Property Insurance Policy covering Plaintiff's business operations and property.

15. The named insured under the Policy is DCI Paradise LLC.

16. Under the Policy, Plaintiff agreed to make payments to Defendants in exchange for Defendants' promise to indemnify Plaintiff for losses including, but not limited to, business income losses at the insured property located at 3-5920 Kuhio Hwy, Kapa'a, HI 96746, (hereinafter "Insured Property.")

17. The Policy provided property, business personal property, business income and extra expense, and additional coverages between the period of October 1, 2019 through October 1, 2020.

18. The Businessowners Income Coverage Form of The Policy provides, in part, the following as shown in Exhibit 1 and Image 1 below:

A. COVERAGE

If Item 3. subsection E. is marked on Difference In Conditions Coverage form 0200, the Company will pay for the actual loss of Business Income including "Rental Value" that the insured sustains due to the necessary suspension of the insured's "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the locations described in Difference In Conditions Coverage form 0200, caused by or resulting from a Covered Peril.

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

Image 1

19. The Businessowners Income Coverage Form of The Policy also provides, in part, the following as to Extra Expense as shown in Exhibit 1 and Image 2 below:

a. Extra Expense

Extra Expense means necessary expenses the insured incurs during the "period of restoration" that the insured would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Peril.

- (1) The company will pay any Extra Expense to avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described locations; or
 - (b) At replacement locations or at a temporary location, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations.
- (2) The company will pay any Extra Expense to minimize the suspension of business if the insured cannot continue "operations".
- (3) The company will pay any Extra Expense to:
 - (a) Repair or replace any property; or
 - (b) Research, replace or restore the lost information on damaged valuable papers and records; to the extent it reduces the amount of loss that would otherwise be payable under this Coverage Form.

Image 2

20. The Policy applies to the actual loss of business income sustained and necessary extra expenses incurred when the operations of the business are suspended due to the direct physical loss of or damage to the Insured Property that is not excluded.

21. The Policy also includes Civil Authority additional coverage as shown in Exhibit 1 and in part in Image 3 below:

b. Civil Authority

The company will pay for the actual loss of Business Income the insured sustains and necessary Extra Expense caused by action of civil authority that prohibits access to the described location(s) due to direct physical loss of or damage to property, other than at described location(s), caused by or resulting from any Covered Peril. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

Image 3

22. Plaintiff faithfully paid policy premiums to Defendants to specifically provide all risk coverage, including the actual loss of business income due to the necessary interruption of business

operations due to direct physical loss of or direct physical damage to property as well as a civil authority provision.

23. Pursuant to the terms of the Policy, Defendants agreed to pay for direct physical loss of or physical damage to the Insured Property caused by or resulting from any covered cause of loss.

24. Plaintiff's reasonable expectation is that its Insured Property would be covered due to physical damage or loss of ability to operate its property as defined under its Policy.

25. An unprecedented event in the form of a world pandemic has occurred. A novel coronavirus, known as COVID-19, began infecting humans in China in December 2019. By March 11, 2020, the World Health Organization officially recognized the COVID-19 pandemic.

26. The COVID-19 pandemic got to Hawaii in March 2020 as more particularly set forth below. According to the Center for Disease Control ("CDC"), from January 21, through February 23, 2020, 14 U.S. cases of COVID-19, all related to travel from China, were detected by public health agencies.¹ According to State of Hawaii, Department of Health, the first confirmed case of COVID-19 in Hawaii was on March 6, 2020.² The World Health Organization announced March 11, 2020 that the spread of coronavirus qualifies as a global pandemic.³

27. COVID-19 spreads through infected droplets that are physical objects that attach to and cause harm to other objects based on its ability to survive on surfaces and infect other people.

28. The pandemic is a natural disaster. The business loss caused by the pandemic is indistinguishable from those caused by other natural disasters like earthquakes, hurricanes, and fires. Plaintiffs' policy was intended to provide coverage for loss and damage resulting from natural disasters such as the pandemic.

29. In order to protect the public, on March 4, 2020, David Y. Ige, the Governor for the State of Hawaii issued his first emergency proclamation, attached hereto as **Exhibit 2**, to prepare

¹ <https://www.cdph.ca.gov/Programs/OPA/Pages/NR20-035.aspx>

² <https://health.hawaii.gov/prepare/hawaii-reports-first-covid-19-case/>

³ [https://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus/symptoms-treatment#:~:text=The%20first%20case%20of%20COVID,2020%20\(a%20Chicago%20resident\).](https://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus/symptoms-treatment#:~:text=The%20first%20case%20of%20COVID,2020%20(a%20Chicago%20resident).)

the state for possible emergency action. On March 21, 2020, Governor Ige issued a supplementary emergency proclamation, attached hereto as **Exhibit 3**, announcing a mandatory 14-day quarantine period for all travelers, to begin on March 26.

30. Due to the speed at which COVID-19 spread, on March 23, 2020, Governor Ige issued a third supplementary emergency proclamation, attached hereto as **Exhibit 4**, which directed all persons to stay at home and only travel for essential activities or work until April 30, 2020. On April 25, 2020, Governor Ige issued a sixth supplementary proclamation, attached hereto as **Exhibit 5**, extending the stay at home order until May 31, 2020.

31. The Executive Orders substantially limited access to the Insured Property.

32. It is the public policy intent and intent of each county and state to close and limit activity in businesses including Plaintiff's for the public good, welfare, and benefit. The Emergency Proclamations were reasonably necessary to protect the public good, welfare, and benefit. The Emergency Proclamations were enacted, in part, due to the physical damage and physical loss caused by COVID-19.

33. By March 18, 2020, COVID-19 was present in property and spaces in the area immediately surrounding the Insured Property, thereby causing physical damage and physical loss. Therefore, it is highly likely that COVID-19 has been present on the premises of the Insured Property, thus damaging the Insured Property.

34. Plaintiff has sustained direct, physical loss and/or damage to its Insured Property. Specifically, all spaces within the Insured Property were rendered nonfunctional because Plaintiff was required to make substantial detrimental physical alterations and tangible damage to its premises. Additionally, Plaintiff's operations were inexorably altered, in that patrons were no longer able to physically occupy certain parts of the interior of the Insured Property.

35. Plaintiffs duly submitted a claim, Number 154000068, to Defendants under the Policy for its loss.

36. On April 22, 2021, Defendants denied Plaintiff's claim as not being covered by the Policy. The denial of the claim is attached hereto as **Exhibit 6**.

37. Although requested to do so, to date, Defendants have and continue to fail and refuse to pay Plaintiff for the full amount due and owing under the Policy for all of its losses and damages.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

38. Plaintiff realleges and incorporates by this reference Paragraphs 1 through 37 of this Complaint as if fully set forth herein.

39. Defendants have breached their contractual obligations under the Policy by, among other things, failing and refusing to pay the required Policy benefits due pursuant to the terms of the Policy in connection with the Claims, despite demand, and despite the fact that Plaintiffs have fulfilled all conditions precedent to entitlement to such payments, except for those that have been waived or excused.

40. As a direct and proximate result of the breach of contract by Defendants as alleged herein, Plaintiff has been harmed in an amount to be determined at trial.

SECOND CLAIM FOR RELIEF
(Bad Faith)

41. Plaintiff realleges and incorporates by this reference Paragraphs 1 through 40 of this Complaint as if fully set forth herein.

42. Defendants had an implied covenant to act in good faith and deal fairly with respect to Plaintiff's entitlement to coverage for the Claim.

43. Defendant's, by their conduct in refusing to provide benefits under the Policy, have breached the implied covenant of good faith and fair dealing and acted in bad faith.

44. As a direct and proximate result of the conduct of Defendants, as alleged herein, Plaintiffs have incurred substantial damages in an amount to be determined at trial.

45. Defendants acted willfully, wantonly, recklessly, intentionally, unreasonably, and in willful, conscious, and malicious disregard of its obligations to Plaintiffs under the Policy and its statutory and common law obligations to Plaintiffs. The conduct of Defendants, made in conscious

disregard of Plaintiff's rights, was calculated to deprive Plaintiff of the benefit of its bargain, and thus Plaintiff is entitled to exemplary damages, in addition to all other recoverable damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For compensatory damages, including but not limited to benefits due under the Policy, together with interest (including pre-judgment interest), in an amount to be proven at trial;
2. For consequential damages, in an amount to be proven at trial;
3. For all other damages proximately caused by Defendants' bad faith, in an amount to be proven at trial;
4. For attorneys' fees and costs as permitted by law;
5. For exemplary and punitive damages in an amount to be determined at trial; and
6. For such other and further relief as the Court may deem just and proper.

DEMAND FOR A JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: Honolulu, Hawai'i, September 23, 2021.

/s/ Ann Correa

GARY G. GRIMMER
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BRIAN S. KABATECK (*Pro hac vice
pending*)
MARINA R. PACHECO (*Pro hac vice
pending*)
Attorneys for Plaintiff
DCI PARADISE, LLC

EXHIBIT 1

Property Declarations - Participating

	Account #	<u>74482</u>
Princeton Excess & Surplus Lines Insurance Company	Policy #	<u>B2A3IM0003268-00</u>
Steadfast Insurance Company	Policy #	<u>BPP9646437</u>

Name and Address of the Insured	Producer
<u>DCI PARADISE, LLC</u> <u>C/O PACIFICA HOTEL MANAGEMENT,</u> <u>LLC</u> <u>ATTN: CHRISTY EDSON</u> <u>39 ARGONAUT</u> <u>ALISO VIEJO, CA 92656</u>	<u>CRC INSURANCE SERVICES INC</u> <u>1191 SECOND AVE., SUITE 1610</u> <u>SEATTLE, WA 98101</u>

Effective From 10/1/2019 to 10/1/2020;
Both days at 12:01 AM; Local time at the location of the property involved
Insurance is effective with: Insurer(s) as stated on Form 0707 (10/18) Limit of Liability Insurer Participation Endorsement

This policy consists of the following coverage parts for which a premium is indicated.

This premium may be subject to adjustment.

COMMERCIAL PROPERTY COVERAGE PART

	Premium
Princeton Excess & Surplus Lines Insurance Company	<u>\$22,500.00</u>
Steadfast Insurance Company	<u>\$37,500.00</u>
TOTAL	<u>\$60,000</u>
Catastrophe Analysis Fee	<u>\$400</u>
Inspection Fee	<u>\$240</u>

Minimum Earned Premium \$15,000.00 (plus fees)

Dated: November 12 2019

Broker Fee:	\$2,000.00
Surplus Lines Tax:	\$2,837.95

Surplus Lines Broker: **CRC Insurance Services, Inc, #320006**

Address: **1 Metroplex Drive Ste 400, Birmingham, AL 35209**

This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.

LIMIT OF LIABILITY INSURER PARTICIPATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

In consideration of the premium charged, the subscribing Company(ies) or Underwriter(s), hereinafter referred to as the "Insurers", do severally, but not jointly, agree to provide coverage to the Insured for the amount recoverable in accordance with the terms and conditions of this Policy, provided that:

1. The collective liability of all Insurers shall not exceed the Limit of Liability, any applicable Sublimit of Liability or Annual Aggregate limit set forth in (A) through (C) below, and;
2. The liability of each of the Insurers shall not exceed the Participation Limit for each Insurer set forth herein with the exception of loss adjustment expense which shall be borne solely by each Insurer that incurs such expense on each applicable layer of insurance.

The insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Any sublimited coverage provided under this policy is limited to the same Insurer Participation proportional allocation as shown below under the Limit of Liability.

Nothing herein shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy except as herein above set forth.

Limit of Liability - \$40,000,000 part of \$40,000,000 Primary

- (A) The limit of liability of this policy in respect to each and every loss occurrence shall not exceed:
\$40,000,000
- (B) As respects loss or damage caused by or resulting from earthquake, the limit of liability during any one policy term shall not exceed:
\$40,000,000
- (C) As respects loss or damage caused by or resulting from flood, the limit of liability during any one policy term shall not exceed:
\$40,000,000

Insurer Participation:

Insurer	Policy #	Participation Limit (excess of applicable deductibles per endorsement)	TRIA Coverage
Princeton Excess & Surplus Lines Insurance Company	B2A3IM0003268-00	\$15,000,000 part of \$40,000,000 Primary	Declined
Steadfast Insurance Company	BPP9646437	\$25,000,000 part of \$40,000,000 Primary	Declined

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF POLICY FORMS.

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS

The following forms apply to all carriers designated on the policy declarations.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

BBINS Cover - COVER LETTER

0100 - PROPERTY DECLARATIONS - PARTICIPATING

0707 - LIMIT OF LIABILITY INSURER PARTICIPATION ENDORSEMENT

0100A - SCHEDULE OF POLICY FORMS

0200 - DIFFERENCE IN CONDITIONS COVERAGE FORM

0102 - ADDITIONAL POLICY CONDITIONS

0103 - CANCELLATION AND NONRENEWAL PROVISIONS

0201 - BUSINESS INCOME COVERAGE FORM

0202 - BUILDING ORDINANCE OR LAW

0308 - DIRECT PD AND BI PER UNIT

0404 - REPLACEMENT COST

0406 - STATEMENT OF VALUES

0501B - FLOOD COVERAGE LIMITATION-100 YEAR FLOOD PLAIN OR SHADED X FLOOD ZONE

0502A - TERRITORY COVERAGE LIMITATION

0611 - ENSUING LOSS EXCLUSION

0616 - DEBRIS REMOVAL AMENDMENT

0999 - ENDORSEMENT NO. 1

0105 - OFAC NOTICE

0106 - CYBER EXCLUSION ENDORSEMENT

0107 - EXCLUSION OF CERTIFIED ACTS OF TERRORISM

0108 - SANCTIONS EXCLUSION ENDORSEMENT

0608 - MOLD EXCLUSION

AMND STEADFAST INSURANCE - STEADFAST INSURANCE COMPANY AMENDATORY

AMND PESLIC - THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY AMENDATORY

Policy Number: PER DECLARATIONS

Effective Date: 10/1/2019
12:01 A.M

Insured: DCI PARADISE, LLC

DIFFERENCE IN CONDITIONS COVERAGE

ITEM 1. Insuring Agreement - This policy insures against all risks of direct physical loss or damage to covered property from any external cause except as hereinafter excluded.

ITEM 2. Territorial Limits - This policy in no event shall cover beyond the territorial limits of the United States (including its territories and possessions), Puerto Rico, Canada, and as more fully set forth in ITEM 5. below.

ITEM 3. Property or Interest Covered - This policy covers property described in ITEM 3, subsections A, B, C, D, and E below, but no coverage attaches under any item unless an "X" is inserted in the box preceding that item:

- A - On building(s) and/or structures, including additions and/or extensions in contact therewith and on all property belonging to and/or constituting a permanent part of said buildings and/or structures and pertaining to the service, upkeep, maintenance and operation thereof.
- B - On stock, materials and supplies usual or incidental to the operations of the insured including the insured's interest in materials, labor and charges furnished, performed on, or incurred in connection with property of others.
- C - On furniture, fixtures, equipment and machinery being property of the insured, or similar properties of others in the care, custody or control of the insured and for which the insured is legally liable in the event of loss.
- D - On the insured's interest in Tenant's Improvements and Betterments to buildings, being fixtures, alterations, installations or additions comprising part of a building(s) occupied but not owned by the insured and made at the expense of the insured.
- E - Loss of Business Income, (And Extra Expense) including Rental Value, as more specifically covered and defined in attached form: 0201.

ITEM 4. Limit of Liability

See Form 0707 - Limit of Liability Insurer Participation Endorsement

ITEM 5. Schedule of Locations Covered:

- (A) 1. 3-5920 Kuhio Highway, Kapaa, HI 96746
2.
3.
4.
5.

(B) \$ 0 on property at any other locations.

ITEM 6. Deductible Clause:

All claims for loss or damage arising out of a single occurrence shall be adjusted as one claim, and this company shall then be liable for the excess of the percentage(s) or amount(s) shown on the endorsement, but in no event to exceed the applicable policy limit. If two or more perils contribute to a single occurrence, the total deductible shall not exceed the largest deductible applicable. See endorsement: 0308.

**ITEM 7. Forms applicable to this coverage form:
Per Policy Declarations**

ITEM 8. Property Excluded:

- (A) Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes, securities, stamps, original drawings and specifications, letters of credit, passports, tickets (including lottery tickets) or valuable papers;
- (B) Animals, growing plants, trees or shrubs (except when held for sale, or when used for decorative purposes inside buildings), growing crops or lawns, motor vehicles licensed or designed principally for highway use, watercraft, aircraft, motorcycles, motor scooters and other similar vehicles licensed or designed principally for highway use;
- (C) Property sold by the insured under conditional sales, trust agreements, installment payments or other deferred payment plans after delivery to customers;
- (D) Property in transit;
- (E) Steam boilers, steam pipes, steam turbines, or steam engines owned, leased or operated by the insured against loss by bursting, rupture or explosion of such objects;
- (F) Machines or machinery against loss by rupture, bursting or disintegrating of rotating or moving parts;
- (G) Contractor's equipment;
- (H) Jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious metals or alloys, furs, and articles trimmed with fur;
- (I) Electronic data processing equipment including computers, electronic accounting machines, all supporting machinery, magnetic tapes, discs, cards, any storage device and all software including procedures, programs or source material of any kind;
- (J) Property in the course of construction, including materials and supplies thereof;
- (K) Power transmission and/or feeder lines not on the insured's premises;
- (L) Land (including but not limited to land on which the insured property is located), air or water, howsoever and wherever located, or any interest or right therein;

- (M) Contraband, or property in the course of illegal transportation or trade;
- (N) The cost to research, replace or restore the information on valuable papers and records, including those which exist on electronic or magnetic media;
- (O) The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas, including their lead-in wiring, (including satellite dishes), masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants;
- (P) Bridges, culverts, dams, trestles, tunnels, roadways, walks, patios or other paved surfaces;
- (Q) The cost of excavations, grading, backfilling or filling;
- (R) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- (S) Bulkheads, pilings, piers, wharves or docks;
- (T) Retaining walls that are not part of a building described in this coverage form;
- (U) Underground pipes, flues or drains.
- (V) Railroad rolling stock and roadbeds.
- (W) Underground mining equipment.
- (X) Antiques, objects of art, property of artistic, historical or scientific significance whether or not constituting part of the covered buildings; or any item scheduled under a Fine Arts or other scheduled property floater.

ITEM 9. Perils Excluded:

This policy does not insure against:

- (A)
 - (1) Fire, Lightning, Explosion, Vandalism, Sprinkler Leakage and:
 - (2) Windstorm or Hail, Smoke, Aircraft or Vehicles, Riot or Civil Commotion, Sinkhole Collapse whether or not insurance for such perils is being maintained by the insured at the time of the loss and whether or not such a loss or damage is directly or indirectly caused by or contributed to by a peril covered under this policy;
 - (3) Other perils as defined and limited, under policies insuring against perils carried by the insured under any other more specific insurance arranged for and in the name of the insured;
 - (4) Any perils covered by a standard all risk insurance policy approved by the authority having jurisdiction, whether purchased or not.
 - (5) Theft (including but not limited to burglary and robbery).
- (B) Loss or damage caused by or resulting from water below the surface of the ground including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, floors or paved surfaces, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls, floors or paved surfaces;
- (C) Loss or damage caused by or resulting from mere disappearance of property or loss or shortage of property disclosed on taking inventory;
- (D) Loss or damage caused by or resulting from wear and tear, mechanical breakdown, derangement, inherent vice, latent defect, gradual deterioration, smog, moth, vermin, rodents, termites or other insects including larvae or pupae thereof;

- (E) Loss or damage caused by or resulting from smoke, vapor or gas from agricultural smudging, or industrial operations;
- (F) Loss or damage caused by or resulting from dampness of atmosphere, dryness of atmosphere, changes in or extremes of temperature, shrinkage, evaporation, loss of weight, leakage of contents, breakage of glass or similar fragile materials (other than lenses of photographic or scientific instruments), marring, scratching, rust or corrosion, exposure to light, contamination, change in flavor or color or texture or finish;
- (G) Dishonest or criminal act by any insured, partner, employee (including leased employee), director, trustee, authorized representative, or anyone to whom an insured entrusts property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment;
- (H) Loss or damage caused by or resulting from any fraudulent scheme, trick, device or false pretense practiced upon the insured or upon any person(s) to whom the property may be entrusted;
- (I) Loss or damage caused by or resulting from electrical injury or disturbance to electrical appliances, fixtures or wiring caused by electrical currents artificially generated, except with respect to ensuing loss caused by or resulting from a peril not otherwise excluded;
- (J) Loss or damage caused by or resulting from:
 - (1) Normal settling, cracking, shrinking or expansion in foundations, walls, floors, or ceilings, or subsidence. Such loss or damage is excluded regardless of whether any covered cause or peril other than earthquake contributes concurrently or in any sequence to the loss;
 - (2) Earth movement. Earth movement includes but is not limited to loss or damage caused by, resulting from, contributing to or aggravated by landslide, subsidence, mudflow, rockslide, earth sinking, rising, shifting or settling, or the eruption, explosion, or effusion of any volcano, but does not include earthquake as defined in this policy. This exclusion applies even though the loss or damage is contributed to in any manner by perils other than earthquake which are insured against in this policy;
 - (3) The negligent act or omission of any person;
 - (4) Enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any real property insured hereunder. This exclusion applies even though the loss or damage is contributed to in any manner by perils which are insured against in this policy;
- (K) Loss or damage caused by or resulting from:
 - (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, nav l or air forces; or (c) by any agent of any such government, power, authority or forces;
 - (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war; Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any such occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
 - (3)
- (L) Loss, damage, cost or expense, whether real or alleged, that is caused, results from, is exacerbated by or otherwise impacted by, either directly or indirectly, any of the following:
 - (1) Nuclear hazard – including, but not limited to, nuclear reaction, nuclear detonation, nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby;
 - (2) Biological hazard – including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical stress, illness or disease;
 - (3) Chemical hazard – including, but not limited to, any chemical agent, material, product or substance; or
 - (4) Radioactive hazard – including, but not limited to, any electromagnetic, optical, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring.

The provisions of subparagraphs L(2) and L(3) will not apply where the agent, material, product or substance at issue is utilized in the course of business by an insured.

- (M) Loss or damage caused by or resulting from the freezing of plumbing, sprinkler or heating systems in vacant properties;
- (N) Loss or damage caused by or resulting from pilferage, burglary, larceny, theft, or attempted theft if the described property had been vacant beyond a period of thirty (30) days immediately preceding the loss;
- (O) Loss or damage caused by or resulting from errors in design, errors in processing, faulty workmanship or faulty materials, unless the collapse of the property or a part thereof ensues and then only the ensuing loss;
- (P) Loss or damage to property while actually being worked upon and directly resulting therefrom, except ensuing loss from a peril not otherwise excluded by this policy;
- (Q) Loss or damage caused by or resulting from exposure to elements of the weather where any covered personal property is left in the open or not contained in buildings or permanent foundations;
- (R) Loss or damage caused by or resulting from delay, loss of market, loss of use, interruption of business, consequential loss of any nature; unless specifically insured under Item 3, subsection E;
- (S) Any loss or any increase in loss caused by or resulting from any of the following:
 Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
 Faulty, inadequate or defective:
 - Planning, zoning, development, surveying, siting;
 - Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - Materials used in repair, construction, renovation, or remodeling; or
 - Maintenance of part or all of any property on or off the described premises;
- (T) Loss caused by or resulting from the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises;
- (U) Loss or damage caused by or resulting from water that backs up or overflows from a sewer sump or drain;
- (V) Loss or damage caused by or resulting from continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more;
- (W) Loss of or damage to the interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a covered peril to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure;
- (X) (1) Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants"
 (2) Loss or expense to:
 - (a) Extract "pollutants" from land, air or water; or
 - (b) Remove, restore or replace polluted land, air or water
 - (c) Investigate or defend any loss, injury, or damage, or for any cost, fine, or penalty or for any expense or claim or suit related to any of the above.
 is not covered.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (Y) Any loss or increase in loss caused by or resulting from:
 - (1) Asbestos, dioxin, or polychlorinated biphenols removal, encapsulation, covering, or any manner of control or abatement from any goods, products, or structure;
 - (2) Demolition, increase cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins, or polychlorinated biphenols;
 - (3) Any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified; or
 - (4) The presence of asbestos in any building or structure as defined in Item 3. subsection A. of this policy;
- (Z) Loss or damage caused by or resulting from water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning, fire protective systems, or other equipment and whether or not such loss or damage is directly or indirectly caused by or contributed to by a peril covered under this policy;
- (AA) Theft or burglary of fragile articles such as glassware, statuary, marbles, chinaware and porcelains;
- (BB) Loss of or damage to gutters and downspouts caused by or resulting from weight of snow, ice or sleet.
- (CC) Loss or damage caused by explosion, bursting or rupture of steam boilers, steam pipes, steam engines or steam turbines owned or leased by the insured, or operated under the insured's control.

ITEM 10. Other Insurance - This policy does not attach to or become insurance against any peril upon property herein described, which at the time of any loss is covered by other insurance (meaning insurance in the name of the insured but not written upon the identical plan, terms, conditions and provisions contained in this policy) until the liability of such other insurance has been exhausted, and then cover only such loss as may exceed the amount due from such other insurance (whether collectible or not) after application of any contribution, coinsurance, average or distribution or other clauses contained in policies of such other insurance affecting the amount collectible thereunder, not, however, exceeding the limits as set forth herein.

ITEM 11. Single Loss Clause - Each loss by earthquake shall constitute a single claim hereunder, provided, if more than one earthquake shock occurs within any period of 168 hours during the term of this policy, such earthquake shocks shall be deemed to be a single earthquake within the meaning hereof. This company shall not be liable for any loss caused by any earthquake shock occurring before the effective date and time of this policy, nor for any loss occurring after the expiration date and time of this policy.

In no event shall this company be liable for any loss caused directly or indirectly by fire, explosion or other excluded perils whether the same be caused by or attributable to earthquake or otherwise.

All "Floods" that occur within any 72-hour period will constitute a single "loss". The expiration of this policy will not reduce the 72-hour period.

- ITEM 12. Subrogation Waiver** - This insurance shall not be prejudiced by agreement made by the named insured releasing or waiving the named insured's right to recovery against third parties responsible for the loss, except under the following circumstances only:
- (A) If made before loss has occurred, such written agreement may run in favor of any third party;
 - (B) If made after loss has occurred, such written agreement may run only in favor of a third party falling within one of the following categories at the time of loss:
 - A third party insured under this policy; or
 - A business firm
 - owned or controlled by the named insured or in which the named insured owns capital stock or other proprietary interest; or
 - that owns or controls the named insured or owns or controls capital stock or other proprietary interest in the named insured;
 - (C) Whether made before or after loss has occurred, such agreement must release or waive the entire right of recovery of the named insured against such third party.
- ITEM 13. Loss Clause** - Any loss hereunder shall not reduce the amount of this policy except as respects earthquake and flood as per ITEM 4 limit of liability of this form.
- ITEM 14. Misrepresentation and Fraud** - This entire policy shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.
- ITEM 15. Notice of Loss** - The insured shall as soon as practicable report in writing to the company or its agent every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with the company or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
- ITEM 16. Examination Under Oath** - The insured, as often as may be reasonably required, shall exhibit to any person designated by the company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the company and subscribed the same; and, as often as may be reasonably required, shall produce for examination all writing, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the company or its representative, and shall permit extracts and copies thereof to be made. No such examinations under oath or examination of books or documents, nor any other act of the company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the company's liability.
- ITEM 17. Privilege To Adjust With Owner** - In the event of loss or damage to property of others held by the insured for which claim is made upon the company, the right to adjust such loss or damage with the owner or owners of the damaged property is reserved to the company and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the company reserves the right at its option without expense to the insured, to conduct and control the defense on behalf of and in the name of the insured. No action of the company in such regard shall increase the liability of the company under this policy, nor increase the limits of liability specified in the policy.

- ITEM 18. Settlement of Loss** - All adjusted claims shall be paid or made good to the insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and sworn proof of loss at the office of the company. No loss shall be paid or made good if the insured has collected the same from others.
- ITEM 19. No Benefit To Bailee** - This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.
- ITEM 20. Pair, Set Or Parts** - In event of loss of or damage to:
- (A) Any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set, or
 - (B) Any part of property covered consisting, when complete for use or sale, or several parts, the company shall only be liable for the value of the part lost or damaged.
- ITEM 21. Records and Inventory** - The insured shall keep accurate books, records and accounts in the following manner:
A detailed and itemized inventory record of all property covered hereunder shall be maintained and physical inventory shall be taken periodically at intervals not more than twelve (12) months apart.
- ITEM 22. Examination of Records** - The insured shall, as often as may be reasonably required during the term of this policy and for one (1) year thereafter, produce for examination by the company or its duly authorized representative all the books and records, inventories and accounts relating to the property covered hereunder.
- ITEM 23. Suit** - No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state.
- ITEM 24. Appraisal** - If the insured and the company fail to agree as to the value of the property or amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the company, select a competent and impartial appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and impartial umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the insured or the company, such shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The company shall not be held to have waived any of its rights by any act relating to appraisal.
- ITEM 25. Company's Options** - It shall be optional with the company to take all, or any part, of the property at the agreed or appraised value, or to repair, rebuild or replace the property destroyed or damaged with other property of like kind and quality within a reasonable time, on giving notice of its intention to do so within sixty (60) days after the receipt of the sworn proof of loss herein required.
- ITEM 26. Abandonment** - There can be no abandonment of any property to the Company.
- ITEM 27. Claims Against Third Parties** - In the event of any loss of or damage to the property covered hereunder the insured shall immediately make claim in writing against the carrier(s), bailee(s) or others involved.

- ITEM 28. Labels** - In the event of loss of or damage to labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.
- ITEM 29. Assistance and Cooperation Of The Insured** - In the event this policy covers the insured's liability, the insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make payment, assume any obligation or incur any expense without the written consent of the company.
- ITEM 30. Preservation of Property** - In case of actual or imminent physical loss or damage of the type insured against by this policy, the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the policy and be subject to the applicable deductible and without increase of any Limit of Liability contained in this policy.
- ITEM 31. Debris Removal:**
- (A) This policy covers expenses incurred in the removal of debris of the property caused by or resulting from a covered peril that occurs during the policy period, subject to ITEM 31. subsection B., and except as indicated in ITEM 31. subsections C. (1), (2), and (3) below. The expenses will be paid only if they are reported to the company within 180 days or the earlier of:
 - (1) The date of direct physical loss or damage; or
 - (2) The end of the policy period;
 - (B) The most that will be paid under this coverage is 25% of:
 - (1) The amount paid for the direct physical loss or damage to property covered; plus
 - (2) The deductible in this policy applicable to that loss or damage;
 - (C) This company shall not be liable under this policy and this clause for:
 - (1) Any greater proportion of such expense that the amount of insurance hereunder bears to the total amount of all insurance, whether all such insurance contains this clause or not;
 - (2) Loss occasioned by the enforcement of any state or municipal law or ordinance which necessitates the demolition of any portion of the building covered hereunder which has not suffered damage by any of the perils insured against in this policy unless such liability is otherwise specifically insured by this policy; nor
 - (3) Any loss or expense to extract "pollutants" from land or water; or remove, restore or replace polluted land or water.
"Pollutants" means any solid, liquid gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- ITEM 32. Cancellation** - This policy may be cancelled by the insured by mailing or delivering to the company advance written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing or delivering to the insured at the address shown in this policy or last known address written notice of cancellation stating when not less than thirty (30) days thereafter such cancellation shall be effective; however, cancellation due to non-payment of premium shall require ten (10) days written notice of cancellation. The mailing of notice as aforementioned shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.
- ITEM 33. All Other Matters** - All matters not provided for herein or by endorsement hereon shall be governed by the terms and conditions of the company's printed policy form to which this form is attached and which has been issued in conjunction herewith. The foregoing clauses shall, however, be considered to supersede and annul any clauses therein which may be of the same or similar nature.

- ITEM 34. Statutory Requirements** - It is hereby agreed that if property covered under this policy is located in a state that requires a statutory policy or standard form(s) at variance with this policy or the form(s) attached hereto, then this insurance shall cover such property in accordance with the provisions of such required policy or form(s).
- ITEM 35. Valuation** - This company shall not be liable for more than the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality, nor the amount for which the insured may be liable.
- ITEM 36. Definition of Earthquake** - Wherever in this policy the term "earthquake"; occurs, it shall be held to mean earth movement, meaning sudden natural faulting of land masses, not including landslide, rockslide, mudflow, earth rising, earth sinking or earth shifting unless as a direct result of such earthquake.
- ITEM 37. Definition of Flood** - Wherever in this policy the term "flood" occurs, it shall be held to mean the rising, overflowing, or breaking of boundaries of rivers, lakes, streams, ponds or similar natural or manmade bodies of water, or from waves, tidal waves, tidal waters, surface waters, rain accumulation or run off, or by spray from any of the foregoing all whether driven by wind or not.
- ITEM 38. Excess Insurance** - Permission is granted the insured to have excess insurance over the limit of liability set forth in this policy without prejudice to this policy and the existence of such insurance, if any, shall not reduce any liability under this policy.
- ITEM 39. Salvage and Recoveries** - All salvage, recoveries and payments recovered or received subsequent to the loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.
- ITEM 40. Inspection of Property and Operations** - This company and any person or organization making inspections on the company's behalf shall be permitted, but not obligated, to inspect the insured's property and operations at any time. Neither the right of this company and any person or organization to make such inspection, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such property or operations are safe or healthful, or comply with any laws, rules or regulations.
- ITEM 41. Notification of Claims** - Claims should be reported to:
American Claims Management

Claims Department Mailing Address:
PO Box 9060
Carlsbad, CA 92018-9060

Toll Free: 888-799-2919
General Fax: 619-744-5094

ACM Website:
www.ACMclaims.com

Reporting a Claim by Email:
NewLossesCL@ACMclaims.com
Copy: DCarlson@ACMclaims.com
- ITEM 42. Underlying All Risk Coverage** - It is understood and agreed that the insured hereby represents that the property insured hereunder will be covered by standard all risk insurance, as approved by the authority having jurisdiction, during the term of this policy.
- 43. Minimum Earned Premium** - In the event of cancellation at the insured's request or for non-payment of premium, the Policy minimum earned premium will be 25% of the policy premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM
EXCESS PROPERTY COVERAGE FORM**

A CHANGES

This policy contains all the agreements between the Named Insured and the Company concerning the coverage afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with the Company's consent. This policy's terms can be amended or waived only by endorsement issued by the Company and made a part of this policy.

B PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the recipient of any return premiums.

C TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The named Insured's rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual Named Insured.

If an individual Named Insured dies, the individual Named Insured's rights and duties will be transferred to the individual Named Insured's legal representative but only while acting within the scope of duties as the individual Named Insured's legal representative is appointed, anyone having proper temporary custody of the individual Named Insured's property will have the individual Named Insured's rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NONRENEWAL PROVISIONS

This endorsement modifies insurance provided under the following.

DIFFERENCE IN CONDITIONS COVERAGE FORM EXCESS PROPERTY INSURANCE FORM

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
2. The company may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a) 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or
 - b) 30 days before the effective date of cancellation if the Company cancels for any other reason.
3. The company will mail or deliver notice of cancellation to the first Named Insured's last mailing address known to the Company.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

If this policy is cancelled, the Company will send the first Named Insured any premium refund due. If the Company cancels, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Company has not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written.

If such coverage has been in effect for 60 days or less, and is not a renewal of coverage the Company

- a) previously issued, the Company may cancel this coverage for any reason, except as provided in b. and c. below.
- b) The Company may not cancel such coverage solely because the first Named Insured has accepted the Company's offer of earthquake coverage.

The Company may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if the coverage form excludes loss or damage caused by or resulting from corrosive soil conditions.

8. Policies In Effect For More Than 60 Days

If this policy has been in effect for more than 60 days, or is a renewal of a policy the Company issued, the

a) Company may cancel this policy only upon occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy the Company issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

a) Any insured or his or her representative in obtaining this insurance; or

b) A Named Insured or a Named Insured's representative in pursuing a claim under this policy.

A judgment by a court or an administrative tribunal that a Named Insured has violated a California or

(3) Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or

(4) regulations establishing safety standards, by a Named Insured or a Named Insured's representative, which materially increase any of the risks insured against.

Failure by a Named Insured or a Named Insured's representative to implement reasonable loss control requirements, agreed to by the insured as a condition of policy issuance, or which were conditions

(5) precedent to the Company's use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

a) Loss of, or changes in, the Company's reinsurance covering all or part of the risk would threaten the Company's financial integrity or solvency; or

b) Continuation of the policy coverage would:

(i) Place the Company in violation of California law or the laws of the state where the Company is domiciled; or

(ii) Threaten the Company's solvency.

A change by a Named Insured or a Named Insured's representative in the activities or property of the

(7) commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b) The Company will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and to the producer of record, at least:

- (1) 10 days before the effective date of cancellation if the Company cancels for a reason listed in paragraph 8.a)(1) or 8.a)(2).
- (2) 30 days before the effective date of cancellation if the Company cancels for any other reason listed in paragraph 8.a).

B. NONRENEWAL

1. Subject to the provisions of paragraphs B.2. and B.3. below, if the Company elects not to renew this policy, the Company will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written.

- a) The Company may elect not to renew such coverage for any reason, except as provided in b. and c. below:
- b) The Company will not refuse to renew such coverage solely because the first Named Insured has accepted the Company's offer of earthquake coverage.

c) The Company will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if the coverage form excludes loss or damage caused by or resulting from corrosive soil conditions.

3. The Company is not required to send notice of nonrenewal in the following situations:

- a) If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between the Company and a member of the Company's insurance group.
- b) If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph B.1.
- c) If the insured has obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d) If the policy is for a period of no more than 60 days and a Named Insured is notified at the time of issuance that it will not be renewed.
- e) If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f) If the Company has made a written offer to the first Named Insured, in accordance with the timeframes shown in paragraph B.1, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

POLICY NUMBER: PER DECLARATIONS

**BUSINESS INCOME COVERAGE FORM
(AND EXTRA EXPENSE)
INCLUDING "RENTAL VALUE"**

A. COVERAGE

If Item 3. subsection E. is marked on Difference In Conditions Coverage form 0200, the Company will pay for the actual loss of Business Income including "Rental Value" that the insured sustains due to the necessary suspension of the insured's "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the locations described in Difference In Conditions Coverage form 0200, caused by or resulting from a Covered Peril.

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

2. Covered Perils.

See Difference In Conditions Coverage 0200.

3. Additional Coverages**a. Extra Expense**

Extra Expense means necessary expenses the insured incurs during the "period of restoration" that the insured would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Peril.

- (1) The company will pay any Extra Expense to avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described locations; or
 - (b) At replacement locations or at a temporary location, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations.
- (2) The company will pay any Extra Expense to minimize the suspension of business if the insured cannot continue "operations".

(3) The company will pay any Extra Expense to:

- (a) Repair or replace any property; or
- (b) Research, replace or restore the lost information on damaged valuable papers and records; to the extent it reduces the amount of loss that would otherwise be payable under this Coverage Form.

b. Civil Authority

The company will pay for the actual loss of Business Income the insured sustains and necessary Extra Expense caused by action of civil authority that prohibits access to the described location(s) due to direct physical loss of or damage to property, other than at described location(s), caused by or resulting from any Covered Peril. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

B. EXCLUSIONS

See Difference In Conditions Coverage form 0200

C. LIMIT OF LIABILITY

Payments under this coverage form (including additional coverages), will not increase the company's limit of liability as indicated in Item 4. Limits of Liability on Difference In Conditions Coverage form 0200.

D. LOSS CONDITIONS

The following conditions apply in addition to those indicated in Difference In Conditions Coverage form 0200:

1. Appraisal

If the insured and company disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

Bear the other expenses of the appraisal and umpire equally.

- b. If there is an appraisal, the company still retains its right to deny the claim.

2. Duties in the Event of Loss

- a. The insured must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give the company prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give the company a description of how, when, and where the direct physical loss or damage occurred.

- Take all reasonable steps to protect the Covered Property from further damage by a Covered Peril. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Liability.
- (4)

As often as may be reasonably required, permit the company to inspect the property providing the loss or damage and examine the insured's books and records.

- (5) Also permit the company to take samples of damaged and undamaged property for inspection, testing and analysis, and permit the company to make copies from the insured's books and records.
- Send the company a signed, sworn proof of loss containing the information the company requests to
- (6) investigate the claim. The insured must do this within 60 days after the company's request. The company will provide the insured with the necessary forms.
 - (7) Cooperate with the company in the investigation or settlement of the claim.
 - (8) If the insured intends to continue business, the insured must resume all or part of the insured's "operations" as quickly as possible.

The company may examine any insured under oath, while not in the presence of any other insured and at
b. such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Limitation - Electronic Media and Records

The company will not pay for any loss of Business Income caused by direct physical loss of or damage to Electronic Media and Records.

4. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no loss or damage occurred;
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:

- (a) The insured's financial records and accounting procedures;
- (b) Bills, invoices and other vouchers; and
- (c) Deeds, liens or contracts.

b. The amount of Extra Expense will be determined based on:

All expenses that exceed the normal operating expenses that would have been incurred by "operations"

- (1) during the "period of restoration" if no direct physical loss or damage had occurred. The company will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) All necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption of Operations

The company will reduce the amount of the insured's:

Business Income loss, other than Extra Expense, to the extent "operations" can be resumed in whole

- (1) or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent the insured can return "operations to normal and discontinue such Extra Expense.

If the insured does not resume "operations", or does not resume "operations" as quickly as possible, the

d. company will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

5. Loss Payment

See Difference In Conditions Coverage form 0200.

E. DEFINITIONS

1. "Operations" means the insured's business activities occurring at the described locations.

- a. The insured's business activities occurring at the described locations; and
- b. The tenantability of the described locations, if coverage for "Rental Value" applies.

2. "Period of Restoration" means the period of time that:

- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Peril at the described locations; and

- b. Ends on the date when the property at the described locations should be repaired, rebuilt and replaced with reasonable speed and similar quality.

The expiration date of this policy will not cut short the "period of restoration".

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot,

- 3. fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. **"Rental Value"** means the:

- a. Total anticipated rental income from tenant occupancy of the locations described in Difference In Conditions Coverage form 0200 as furnished and equipped by the insured, and
- b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be the insured's obligations, and
- c. Fair rental value of any portion of the described locations which is occupied by the insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM

SCHEDULE

Demolition Cost	Increased Cost of Construction
Limit of Liability \$	3,000,000 SUBLIMIT

A. COVERAGE

In the event of direct physical loss of or damage to Building property at the locations described in Difference in Conditions Coverage form 0200 caused by or resulting from a Covered Peril, the company shall also be liable as follows:

1. Coverage A - Coverage For Loss to the Undamaged Portion of the Building.

The company will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

- a. Requires the demolition of parts of the same property not damaged by a Covered Peril;
- b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described location(s); and
- c. Is in force at the time of loss.

Coverage A is included within the Limit of Liability applicable to the covered Building property as indicated in Difference In Conditions Coverage form 0200.

2. Coverage B - Demolition Cost Coverage

The company will pay for the cost to demolish and clear the site of undamaged parts of the Building property cause by enforcement of building, zoning or land use ordinance or law.

3. Coverage C - Increased Cost of Construction Coverage.

The company will pay for the increased cost to repair, rebuild or construct the Building property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance law.

However, the company will not pay for the increased cost of construction if the building is not repaired or replaced.

Coverage B and C extensions are collectively, and not individually, subject to the sublimit of liability shown above and are included within the Limit of Liability applicable to the covered Building property on Difference In Conditions Coverage form 0200.

- B.** The company will not pay for loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants". The company will not pay any loss, cost or expense associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, restore, replace, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants". "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- C. Under Coverage A - Coverage For Loss to the Undamaged Portion of the Building:**
1. If the Replacement Cost endorsement is attached to this policy and the property is repaired or replaced, at the same or at another location, the company will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - a. The amount the insured actually spends to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building at the same location and to the same height, floor area, style and comparable quality of the original property insured; or
 - b. The Limit of Liability applicable to the covered Building property.
 2.
 - a. If The Replacement Cost endorsement is attached to this policy and the property is not repaired or replaced; or
 - b. If the Replacement Cost coverage option does not apply;the company will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The limit of Liability applicable to the covered Building property.
- D. The company will not pay more under Coverage B - Demolition Cost Coverage than the lesser of the following:**
1. The amount the insured actually spends to demolish and clear the site of the described location; or
 2. The applicable Demolition Cost Limit of Liability shown in the Schedule above.
- E. 1. The company will not pay under Coverage C - Increased Cost of Construction Coverage:**
- a. Until the property is actually repaired or replaced, at the same or another location; and
 - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. The company may extend this period in writing during the two years.
2. If the building is repaired or replaced at the same location, or if the insured elects to rebuild at another location, the most the company will pay under Coverage C is the lesser of:
 - a. The increased cost of construction at the same location; or
 - b. The applicable Increased Cost of Construction Limit of Liability shown in the Schedule above.
 3. If the ordinance or law requires relocation to another location, the most the company will pay under Coverage C is lesser of:
 - a. The increased cost of construction at the new premises; or
 - b. The applicable Increased cost of Construction Limit of Liability shown in the Schedule above.
- F. Limits of Liability - Coverage B - Demolition cost Coverage and Coverage C - Increased Cost of Construction Coverage**
1. The limit of liability of this company
 - a. In respect to each and every loss occurrence shall not exceed the Limits of Liability stated in the Schedule above.
 - b. As respects loss or damage caused by or resulting from earthquake, or loss or damage caused by or resulting from flood, the Limits of Liability during any one policy year shall not exceed the Limits of Liability shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE FORM - DIRECT PROPERTY DAMAGE INCLUDING BUSINESS INCOME
AND/OR EXTRA EXPENSE AND/OR RENTAL VALUE
PER UNIT**

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) INCLUDING RENTAL VALUE COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
RENTAL INCOME COVERAGE FORM**

All claims for loss or damage arising out of a single occurrence shall be adjusted as one claim, and the company shall then be liable for the excess of the percentage(s) or amount(s) shown below, but in no event to exceed the applicable policy limit. If two or more perils contribute to a single occurrence, the total deductible shall not exceed the largest deductible applicable.

Total insurable values as used in this endorsement includes buildings and/or structures; stock, materials and supplies; furniture, fixtures, equipment and machinery; tenant's improvements and betterments; and business income (and extra expense) including rental income, as more fully described in Item 3. subsections A, B, C, D, and E of Difference in Conditions Coverage form 0200.

HI Earthquake:	5	% of the total insurable values of each unit at the time when such loss occurs, subject to
	\$ 100,000	minimum per occurrence.
Flood:	N/A	% of the total insurable values of each unit at the time when such loss occurs, subject to
	\$ 250,000	minimum per occurrence.
All other perils:	\$ 25,000	per occurrence.

The following shall be considered a separate unit of insurance:

- a) Each Separate Building or Structure
- b) Contents in each Separate Building or Structure
- c) Property in the Yard
- d) Business Income/Extra Expense

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACEMENT COST

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM EXCESS PROPERTY INSURANCE FORM

- A.** Replacement Cost (without deduction for depreciation) replaces the actual cash value provision of Difference In Conditions Coverage form 0200, Item 35. Valuation.
- B.** This Optional Coverage does not apply to:
1. Property of others;
 2. Contents of a residence;
 3. Manuscripts;
 4. Works of art, antiques or rare articles, including but not limited to etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
"Stock", unless the Including "Stock" option is marked in the Coverage Form.
 5. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
- C.** The insured may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event the insured elects to have loss or damage settled on an actual cash value basis, the insured may still make a claim for the additional coverage this Optional Coverage provides if the insured notifies us of their intent to do so within 180 days after the loss or damage.
- D.** The company will not pay more for loss or damage on a replacement cost basis than the least of:
1. The Limit of Insurance applicable to the lost or damaged property;
 2. The cost to replace, at the same location, the lost or damaged property with other property:
 - a) Of comparable material and quality; and
 - b) Used for the same purpose; or
 3. The amount the insured actually spends that is necessary to repair or replace the lost or damaged property.

POLICY NUMBER: PER DECLARATIONS

DIFFERENCE IN CONDITIONS
EXCESS PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATEMENT OF VALUES

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM EXCESS PROPERTY INSURANCE

The premium for this policy is based upon the statement of values and/or the application for insurance on file with the company dated 8/27/2019 or attached to this policy including amendments and endorsements thereto. In the event of loss hereunder, liability of the company shall be limited to the least of the following:

- A. The actual adjusted amount of loss, less applicable deductible(s).
- B. 100% of the stated values for the items involved, as shown on the latest statement of values and/or the latest application for insurance on file with this company, including amendments and endorsements thereto, less applicable deductible(s).
- C. The limit of liability or amount of insurance shown in the coverage form of this policy or endorsed onto this policy. In no event shall the liability of this company exceed this limit or amount in any one disaster, casualty, or event, irrespective of the number of items or locations involved.
- D. The remaining amount of the applicable annual limit for earthquake or flood shown in the coverage form of this policy.

POLICY NUMBER: PER DECLARATIONS

**DIFFERENCE IN CONDITIONS
EXCESS PROPERTY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE LIMITATION

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM EXCESS PROPERTY INSURANCE FORM

It is agreed that coverage under this policy is excluded for any property designated by the National Flood Insurance Program as being wholly or partially located in:

- A. A Special Flood Hazard Area as shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/AI-A30, V1-V30, VE or V; or
- B. A 100-year flood plain.
- C. X 500, X(Shaded) and B flood zones.

POLICY NUMBER: PER DECLARATIONS

DIFFERENCE IN CONDITIONS
EXCESS PROPERTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRITORY COVERAGE LIMITATION

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM
EXCESS PROPERTY INSURANCE FORM

It is agreed that the coverage territory under this policy is limited to:

STATE OF HAWAII ONLY.

POLICY NUMBER: PER DECLARATIONS

**DIFFERENCE IN CONDITIONS
EXCESS PROPERTY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENSUING LOSS EXCLUSION

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM
EXCESS PROPERTY INSURANCE FORM**

In no event shall this Company be liable for any loss caused directly or indirectly by fire, explosion or other excluded perils whether the same be caused by or attributable to earthquake or otherwise.

POLICY NUMBER: PER DECLARATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEBRIS REMOVAL AMENDMENT

This endorsement modifies insurance provided under the following:

DIFFERENCE IN CONDITIONS COVERAGE FORM

This policy is amended as follows:

0200 - DIFFERENCE IN CONDITIONS COVERAGE FORM is amended as follows:

Item 31., Debris Removal - is deleted in its entirety and replaced with:

ITEM 31. Debris Removal:

- (A) This policy covers expenses incurred in the removal of debris of the property caused by or resulting from a covered peril that occurs during the policy period, subject to ITEM 31. subsection B., and except as indicated in ITEM 31. subsections C. (1) and (2) below. The expenses will be paid only if they are reported to the company within 180 days or the earlier of:
 - (1) The date of direct physical loss or damage; or
 - (2) The end of the policy period;

- (B) The most that will be paid under this coverage is 25% of:
 - (1) The amount paid for the direct physical loss or damage to property covered; plus
 - (2) The deductible in this policy applicable to that loss or damage;

- (C) This company shall not be liable under this policy and this clause for:
 - (1) Any greater proportion of such expense that the amount of insurance hereunder bears to the total amount of all insurance, whether all such insurance contains this clause or not;
 - (2) Any loss or expense to extract "pollutants" from land or water; or remove, restore or replace polluted land or water.
"Pollutants" means any solid, liquid gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

NAMED INSURED: DCI PARADISE, LLC

POLICY NUMBER: PER DECLARATIONS

EFFECTIVE DATE: 10/1/2019

ENDORSEMENT NUMBER:

**DIFFERENCE IN CONDITIONS
EXCESS PROPERTY**

1

This endorsement modifies insurance provided under the following:

**DIFFERENCE IN CONDITIONS COVERAGE FORM
EXCESS PROPERTY INSURANCE FORM**

This policy is amended as follows:

Form 0200 - DIFFERENCE IN CONDITIONS COVERAGE, ITEM 36. Definition of Earthquake is deleted and replaced with the following:

Definition of Earthquake:

Earth Movement - any natural earth movement including, but not limited to earthquake or landslide, regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, direct physical damage by fire, explosion or sprinkler leakage resulting from Earth Movement will not be considered to be loss by Earth Movement within the terms and conditions of this Policy.

All other terms and conditions remain unchanged.

OFAC Notice

Office of Foreign Assets Control (“OFAC”) Regulations

Advisory notice to policyholders regarding the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”).

Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of “national emergency”. OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As “Specially Designated Nationals and Blocked Persons.” This list can be located on the United States Treasury’s web site – <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contact, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.

CYBER EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Words appearing in **bold** in this endorsement have special meaning and are defined below.

A. CYBER EXCLUSION

Notwithstanding any other terms or provisions contrary within this policy, the following exclusion is added to the policy to which it is attached and shall supersede any existing **Electronic Data**, media, programs, software, cyber, **Computer Virus** or similar provisions or language in the policy, whether included in an Exclusion Section or otherwise and whether within the policy or any endorsement.

1. We will not provide coverage nor will we make any payments or provide any service or benefit to any insured for loss, damage, expense, cost, failure, distortion, corruption, deletion, copying, degradation, disappearance, or malfunction, of the insured's **Digital Assets** from any cause whatsoever, including but not limited to, any unauthorized access, misuse, negligent use, error, **Computer virus**, or **Denial of Service Attack**, perpetuated through:
 - a. a computer network;
 - b. an internet enabled device; or
 - c. a **Computer System**,
regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
2. We will not provide coverage nor will we make any payments or provide any service or benefit to any insured for loss, damage, expense or cost due to any **Cyber Extortion Threat** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, resulting physical loss or damage, to property insured by this policy, from fire, leakage or discharge from automatic fire protection systems, or explosion is covered subject to all terms, conditions and exclusions of the policy.

B. CONDITIONS

The term "policy" may be comprised of common policy terms and conditions, the declarations, notices, schedules, coverage parts, insuring agreements, applications, enrollment forms, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as "insurer", "underwriter", "we", "us", and "our", or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as "policyholder", "named insured", "covered person", "additional insured", or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

C. DEFINITIONS applicable to this endorsement:

Computer System(s) – Computer hardware, associated input and output devices, data storage devices, networking equipment, components, file server, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, program, computer software or operating system.

Computer Virus – Any malicious programming instructions, code or data including, but not limited to any destructive program, computer code, worm, logic bomb, smurf attack, vandalism, Trojan Horse or any other data introduced into any electronic system that affects the operation or functionality of **Computer Systems**.

Cyber Extortion Threat – A threat or series of threats made to introduce a **Computer Virus** to cause a loss to **Digital Assets**.

Denial of Service Attack – A malicious attack by an authorized or unauthorized party which is designed to slow or completely interrupt an authorized party from gaining access to the Insured's **Computer Systems** or website.

Digital Assets – **Electronic Data**, programs, software, audio and image files. To the extent they exist as **Electronic Data** and only in that form, **Digital Assets** include the following: accounts, bills, evidence of debts, money, valuable papers, records, abstracts, deeds, manuscripts, **Personal Information**, or other documents.

Electronic Data – Data, information, programs, code or instructions of any kind that are recorded or transmitted in a form usable in electronic or electronically controlled equipment, **Computer Systems**, networks, integrated circuits or similar devices in non-computer equipment.

Personal Information – Any information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, email, social security number, medical or healthcare data or other protected health information, driver's license number or state identification number, account number, credit card number, debit card number, access code or password that would permit access to the individual's financial account or other non-public personal information.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. The following definition is added with respect to this endorsement:

“Certified Act of Terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “Certified Act of Terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

Certified Act of Terrorism Exclusion

This policy does not insure against loss or damage caused directly or indirectly by a “Certified Act of Terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. **Exception Covering Certain Fire Losses**

As respects to property located in states that have Standard Fire Policy or similar laws mandating that insurance companies provide coverage for “fire following” any Certified Acts of Terrorism, the following exception applies to the exclusion in Paragraph **B above**:

If a “Certified Act of Terrorism” results in fire, the company will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property. Therefore, for example, the coverage would not apply to insurance provided under Business Income and/or Extra Expense coverage forms or the endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the company has met its insurer deductible under the Terrorism Risk Insurance Act, the company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. **Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy or coverage part, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READIT CAREFULLY.

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service to benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

MOLD EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any provision to the contrary within this policy, or within any other endorsement which forms part of this policy.

This policy does not insure against:

any loss, damage, increase in loss or damage claim, cost, expense or other sum cause by or resulting from:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is (i) any physical loss or damage to covered property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, or that may be required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for that which is excluded above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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STEADFAST INSURANCE COMPANY AMENDATORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

With respect to the coverage provided by Steadfast Insurance Company the attached forms shall apply.

U-GU-873-A - DISCLOSURE STATEMENT

U-GU-874-A CW - DISCLOSURE STATEMENT

STF-GU-199-B - SERVICE OF SUIT AND IN WITNESS CLAUSE

U-GU-630-D CW - DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.



Important Notice

Service of Suit and In Witness Clause

Service of Suit

In the event an action or proceeding arises under the contract, it is agreed that the Company, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver or limitation of the right to arbitration as set forth herein or to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, IL 62703. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured of any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Illinois Corporation Service Company as the entity to whom the said officer is authorized to mail such process or a true copy thereof.

In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

A handwritten signature in black ink that reads "Mark G. Kempfer".

President

A handwritten signature in black ink that reads "Dan E. Kempfer".

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA: Not applicable - Terrorism excluded
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*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January1, 2015 - December 31, 2015 federal share: 85%
January1, 2016 - December 31, 2016 federal share: 84%
January1, 2017 - December 31, 2017 federal share: 83%
January1, 2018 - December 31, 2018 federal share: 82%
January1, 2019 - December 31, 2019 federal share: 81%
January1, 2020 - December 31, 2020 federal share: 80%

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and

4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY AMENDATORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

With respect to the coverage provided by The Princeton Excess and Surplus Lines Insurance Company the attached forms shall apply.

COVER SHEET - MUNICH COVER SHEET
PESVLCW01 - SIGNATURE PAGE
SLSOP - SERVICE OF PROCESS ENDORSEMENT
IL N 177 09 12 - CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE
SLNOTICE - SURPLUS LINES NOTICE HAWAII

To Arrowhead Producer:

Policy #: PER DECLARATIONS

Attached please find a copy of The Princeton Excess and Surplus Lines Insurance Company policy issued to DCI PARADISE, LLC

Please be advised that Arrowhead General Insurance Agency (AGIA) has binding and policy issuance authority on behalf of the Princeton Excess and Surplus Lines Insurance Company.

By copy of this letter AGIA is authorizing you to deliver this policy to the named insured or their authorized representative.

THE PRINCETON EXCESS AND SURPLUS LINES
INSURANCE COMPANY

Administration Office: 555 College Road East, Princeton, NJ 08543-5241
800.305.4975
Statutory Office: 2711 Centerville Road, Suite 400 – Wilmington, DE 19805
(a stock insurance company)

Date Issued November 12 2019

The Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned by an authorized representative of the Company, where required.

The Princeton Excess and Surplus Lines Insurance Company


Secretary


President

All Other Terms and Conditions Remain Unchanged.

The Princeton Excess and Surplus Lines Insurance Company

Date Issued: November 12 2019

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED: DCI PARADISE, LLC

Policy Number: PER DECLARATIONS

Endorsement Effective:

10/1/2019
(12:01 A.M.)

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

This Policy is subject to the following:

SERVICE OF PROCESS ENDORSEMENT

This endorsement specifies that:

We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this Policy. We designate the General Counsel of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

All other terms and conditions remain unchanged.

CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE

In accordance with CAL. INS. CODE § 481.(c), we are notifying you that in the event that the first Named Insured cancels the insurance policy, we shall retain 10% of the unearned premium. The premium refunded to you will therefore be calculated as 90% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 90% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

If you have an Equipment Breakdown policy or your policy contains an Equipment Breakdown Coverage Part, then the following premium refund calculation applies instead of that provided in the preceding paragraph. For the Equipment Breakdown policy premium or for the premium attributable to the Equipment Breakdown Coverage Part, we shall retain 25% of the unearned premium. The premium refunded to you will therefore be calculated as 75% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 75% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

However, the penalties set forth in the preceding paragraphs will not apply under the following circumstances, even if the first Named Insured cancels the policy:

1. The Insured(s) no longer has a financial or insurable interest in the property or business operation that is the subject of insurance;
2. Cancellation takes place after the first year for a prepaid policy written for a term of more than one year; or
3. The policy is rewritten in the same insuring company or company group.

SURPLUS LINES NOTICE

HAWAII

HI § 431:8-306

Required endorsement on surplus lines contract

Every insurance contract procured and delivered as a surplus lines coverage pursuant to this part, including any evidence of insurance other than a policy, shall:

- (1) Bear the name and address of the surplus lines broker who procured it, and
- (2) Have stamped or written conspicuously upon the first page of the contract the following:

This contract is issued by an insurer that is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.

EXHIBIT 2

OFFICE OF THE GOVERNOR
STATE OF HAWAII

PROCLAMATION

By the authority vested in me by the Constitution and laws of the State of Hawai'i, in order to provide relief for disaster damages, losses, and suffering, and to protect the health, safety, and welfare of the people, I, DAVID Y. IGE, Governor of the State of Hawai'i, hereby determine, designate and proclaim as follows:

WHEREAS, the United States Centers for Disease Control and Prevention has determined and is monitoring an outbreak of respiratory illness caused by a novel coronavirus that was first identified in Wuhan, Hubei Province, China and has become commonly identified as COVID-19; and

WHEREAS, COVID-19 has rapidly expanded and is reportedly spreading from person-to-person; and

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared the outbreak of COVID-19 a public health emergency for the United States; and

WHEREAS, COVID-19 has rapidly spread around the globe and has been found in 78 countries; and

WHEREAS, the United States has at least 108 confirmed and presumptive positive cases of COVID-19; and

WHEREAS, COVID-19 continues to evolve and spread around the globe and is now spreading in the community, not just from travelers to China; and

WHEREAS, COVID-19 is highly contagious; and

WHEREAS, as of March 4, 2020, the World Health Organization reported 93,090 confirmed cases of COVID-19 worldwide; and

WHEREAS, COVID-19 has proven to be fatal with 2984 deaths reported in China and 214 deaths reported outside of China as of March 4, 2020; and

WHEREAS, on January 31, 2020, the President of the United States declared a health emergency and issued an order subjecting certain Americans returning from China to mandatory quarantine or active screening, and limiting incoming flights from China to seven designated United States Airports, including Daniel K. Inouye International Airport in Honolulu; and

WHEREAS, the United States Centers for Disease Control and Prevention has directed the quarantine of people traveling from China and taken other actions to control the spread of COVID-19; and

WHEREAS, despite efforts to contain COVID-19, the World Health Organization and the United States Centers for Disease Control and Prevention indicate that it is expected to spread; and

WHEREAS, based upon the actions and directives of the President of the United States, the World Health Organization, and the United States Centers for Disease Control and Prevention, and current conditions, the danger is significant so as to warrant preemptive and protective actions in order to provide for the health, safety, and welfare of the people of the State; and

WHEREAS, pursuant to section 127A-2, Hawaii Revised Statutes, an emergency is any occurrence, or imminent threat thereof, which results or may likely result in substantial injury or harm to the population or substantial damage to or loss of property; and

WHEREAS, pursuant to section 127A-2, Hawaii Revised Statutes, a disaster is any emergency, or imminent threat thereof, which results or may likely result in loss of life or property and requires, or may require, assistance from other counties or states or from the federal government.

WHEREAS, this occurrence of a severe, sudden, and extraordinary event has the potential to cause damages, losses, and suffering of such character and magnitude to affect the health, welfare, and living conditions of a substantial number of persons,

and to affect the economy of the State, and is expected to be of such a nature as to warrant rehabilitative assistance from the State; and

WHEREAS, the danger of disaster is of such magnitude to warrant preemptive and protective action in order to provide for the health, safety, and welfare of the people; and

WHEREAS, this occurrence, or threat thereof, may likely result in substantial injury or harm to the population or may likely result in loss of life or property and require, or may require, assistance from other counties or states or from the federal government; and

WHEREAS, the Legislature of the State of Hawai'i has appropriated from the general revenues of the State monies as may be necessary for expenditure by or under the direction of the Governor for the immediate relief of the conditions created by the disaster; and

WHEREAS, in expending such monies, the Governor may allot any portion to any agency, office, or employee of the state or to any county for the most expeditious and efficient relief of the conditions created by the disaster; and

WHEREAS, pursuant to sections 127A-14 and 127A-16, Hawaii Revised Statutes, the Governor may determine whether an emergency or disaster has occurred, or whether there is an imminent danger or threat of an emergency or disaster and authorize actions under chapter 127A, Hawaii Revised Statutes, and the expenditure of funds thereunder; and

WHEREAS, pursuant to section 127A-13(a)(3), Hawaii Revised Statutes, the Governor may suspend any law that impedes or tends to impede or is detrimental to the expeditious and efficient execution of, or that conflicts with, emergency functions, including laws specifically made applicable to emergency personnel; and

WHEREAS, pursuant to section 127A-13(a)(2), Hawaii Revised Statutes, the Governor may relieve hardships and inequities, or obstructions to the public health, safety, and welfare found by the Governor to exist in the laws and to result from the operation of federal programs or measures taken under chapter 127A, Hawaii Revised

Statutes, by suspending laws, in whole or in part, or by alleviating the provisions of laws on such terms and conditions as the Governor may impose; and

WHEREAS, pursuant to section 127A-12(b)(8), Hawaii Revised Statutes, the Governor may suspend chapter 103D and sections 103-50, 103-53, 103-55, 105-1 to 105-10, and 464-4, Hawaii Revised Statutes, in whole or in part, if these provisions impede or tend to impede the expeditious discharge of emergency disaster relief functions for this occurrence and that compliance therewith is impracticable due to existing conditions; and

WHEREAS, pursuant to section 127A-12(b)(9), Hawaii Revised Statutes, the Governor may appoint, employ, train, equip, and maintain, with compensation, or on a volunteer basis without compensation and without regard to chapters 76, 78, and 88, such agencies, officers, and other persons as the Governor deems necessary to carry out emergency management functions; determine to what extent any law prohibiting the holding of more than one office or employment applies to the agencies, officers, and other persons; and subject to the provisions of chapter 127A, Hawaii Revised Statutes, provide for the interchange of personnel, by detail, transfer, or otherwise, between agencies or departments of the State; and

WHEREAS, pursuant to section 127A-12(b)(19), Hawaii Revised Statutes, the Governor may take any and all steps necessary or appropriate to carry out the purposes of chapter 127A, Hawaii Revised Statutes, notwithstanding that powers in section 127A-13(a) may only be exercised during an emergency period; and

NOW, THEREFORE, I, DAVID Y. IGE, Governor of the State of Hawai'i, hereby determine that the conditions described herein are of such character and magnitude to constitute an emergency or disaster as contemplated by sections 127A-2 and 127A-14, Hawaii Revised Statutes, that threatens the State of Hawai'i and hereby proclaim an Emergency Period for the purpose of authorizing the expenditure of State monies as appropriated for the speedy and efficient protection and relief of the damages, losses, and suffering resulting from the emergency, and hereby authorize and invoke the following measures under the Hawaii Revised Statutes:

1. Section 127A-16, Hawaii Revised Statutes, by activating the Major Disaster Fund.
2. Sections 127A-13 and 127A-12, Hawaii Revised Statutes, in order for county and state agencies to provide emergency relief and engage in emergency management functions as defined in section 127A-2, Hawaii Revised Statutes, as a result of this event, to suspend as allowed by federal law, the following statutes to the extent necessary for county and state agencies to accomplish the emergency management functions contemplated under this Proclamation:
 - a. Section 37-41, Hawaii Revised Statutes, **appropriations to revert to state treasury.**
 - b. Section 37-74(d), Hawaii Revised Statutes, **program execution**, except for sub-sections 37-74(d)(2) and 37-74(d)(3), Hawaii Revised Statutes, and any such transfers or changes considered to be authorized transfers or changes for purposes of section 34-74(d)(1) for legislative reporting requirements.
 - c. Section 40-66, Hawaii Revised Statutes, **lapsing of appropriations.**
 - d. Chapter 46, Hawaii Revised Statutes, **county organization and administration** as any county ordinance, rule, regulation, law, or provision in any form applies to any county permitting, licensing, zoning, variance, processes, procedures, fees, or any other requirements that hinder, delay, or impede the purpose of this Proclamation.
 - e. Chapter 89, Hawaii Revised Statutes, **collective bargaining in public employment.**
 - f. Chapter 89C, Hawaii Revised Statutes, **public officers and employees excluded from collective bargaining.**

- g. Section 102-2, Hawaii Revised Statutes, **contracts for concessions in government buildings; bid requirements.**
 - h. Section 103-2, Hawaii Revised Statutes, **general fund.**
 - i. Section 103-53, Hawaii Revised Statutes, **contracts with the State or counties; tax clearances, assignments.**
 - j. Section 103-55, Hawaii Revised Statutes, **wages, hours, and working conditions of employees of contractors performing services.**
 - k. Chapter 103D, Hawaii Revised Statutes, **Hawaii public procurement code.**
 - l. Chapter 103F, Hawaii Revised Statutes, **purchases of health and human services,**
3. Section 127A-30, Hawaii Revised Statutes, relating to any prohibited increase in the selling price of any commodity, whether at the retail or wholesale level, in the area that is the subject of this disaster Proclamation shall continue for the period of this Proclamation for all:
- a. Food, water, or ice; and
 - b. Medical supplies, medical protective measures, medications, vitamins, or any other commodity intended to help the population stay well, recover from any illness, or protect them from any illness; and
 - c. Personal hygiene, paper or disposable cleaning products including but not limited to paper towels, napkins, toilette paper, hand sanitizer, alcohol, hydrogen peroxide, cleaning supplies of any kind, or any other commodity intended to help sanitize or clean individuals, items, or areas; and
 - d. Any other commodity that the seller or contractor knows or should know are intended for use by any member of the public or entity of

any type to prepare for, respond to, or use because of the circumstances giving rise to the emergency that is the subject of this Proclamation.

4. Section 127A-12(b), Hawaii Revised Statutes, and in order to provide emergency disaster relief, hereby direct all state agencies and officers to cooperate with and extend their services, materials, and facilities as may be required to assist in all efforts to eliminate the danger.

I FURTHER DECLARE that the disaster emergency relief period shall commence immediately and continue through April 29, 2020, or by a separate proclamation, whichever occurs first.

Done at the State Capitol, this
4th day of March, 2020.



DAVID Y. IGE
Governor of Hawai'i

APPROVED:



Clare E. Connors
*Attorney General
State of Hawai'i*

EXHIBIT 3

OFFICE OF THE GOVERNOR
STATE OF HAWAII

SECOND SUPPLEMENTARY PROCLAMATION

By the authority vested in me by the Constitution and laws of the State of Hawai'i, in order to provide relief for disaster damages, losses, and suffering, and to protect the health, safety, and welfare of the people, I, DAVID Y. IGE, Governor of the State of Hawai'i, hereby determine, designate and proclaim as follows:

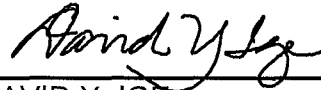
WHEREAS, it has become necessary to supplement the Proclamation of March 4, 2020, and Supplementary Proclamation of March 16, 2020, relating to the COVID-19 emergency, which continues to endanger the health, safety, and welfare of the people of Hawai'i;

NOW, THEREFORE, I, DAVID Y. IGE, Governor of the State of Hawai'i, hereby further supplement the Proclamation of March 4, 2020, and the Supplementary Proclamation of March 16, 2020, both of which shall remain in full force and effect, and authorize and invoke the following:

1. Pursuant to section 127A-13(a)(1), HRS, all persons entering the State of Hawai'i shall be subject to mandatory self-quarantine, except those persons performing emergency response or critical infrastructure functions who have been exempted by the Director of Emergency Management. The period of self-quarantine shall begin from the time of entry into the State of Hawai'i and shall last 14 days or the duration of the person's presence in the State of Hawai'i, whichever is shorter. This self-quarantine mandate shall take effect on March 26, 2020 at 12:01 am.
2. Pursuant to section 127A-25, HRS, I hereby adopt the Rules Relating to COVID-19, attached hereto.
3. Pursuant to section 127A-29, HRS, any person violating the rules relating to quarantine shall be guilty of a misdemeanor, and upon conviction, the person shall be fined not more than \$5,000, or imprisoned not more than one year, or both.

I FURTHER DECLARE that the disaster emergency relief period shall continue through May 20, 2020, unless terminated by a separate proclamation, whichever shall occur first.

Done at the State Capitol, this
21st day of March, 2020.



DAVID Y. IGE,
Governor of Hawai'i

APPROVED:



Clare E. Connors
Attorney General
State of Hawai'i

Rules Relating to COVID-19

- §1 Purpose and authority
- §2 Mandatory Quarantine
- §3 Costs to be Paid by Quarantined Person
- §4 Criminal Penalties

§1 Purpose and Authority. These rules are adopted pursuant to sections 127A-12, 13, 25, 29, and 31, Hawaii Revised Statutes, to respond to the COVID-19 emergency declared by the Governor and have the force and effect of law.

§2 Mandatory Quarantine. All persons entering the State shall be subject to mandatory self-quarantine, except those persons performing emergency response or critical infrastructure functions who have been exempted by the Director of Emergency Management. The period of self-quarantine begins from the time of entry into the State and lasts 14 days or the duration of the person's presence in the State, whichever is shorter. Any person subject to such quarantine violates this section if the person intentionally or knowingly:

(a) fails to enter or remain within the confines of the quarantine location designated by the person to the Director of Emergency Management or the Director's authorized representative for the period of self-quarantine; or

(b) fails to obey the orders of the Director of Emergency Management or the Director's authorized representative.

§3 Costs to be Paid by Quarantined Person. Any person under the mandatory self-quarantine prescribed by these rules shall be responsible for all costs associated with that person's quarantine, including transport, lodging, food, medical care, and any other expenses to sustain the person during the self-quarantine period.

§4 Criminal Penalties. (a) Any person violating any of these rules shall be guilty of a misdemeanor and upon conviction, the person shall be fined not more than \$5,000, or imprisoned not more than one year, or both.

(b) Penalties prescribed by these rules are in addition to any other lawful penalties established by law.

EXHIBIT 4

OFFICE OF THE GOVERNOR
STATE OF HAWAII

THIRD SUPPLEMENTARY PROCLAMATION

By the authority vested in me by the Constitution and laws of the State of Hawai'i, in order to provide relief for disaster damages, losses, and suffering, and to protect the health, safety, and welfare of the people, I, DAVID Y. IGE, Governor of the State of Hawai'i, hereby determine, designate and proclaim as follows:

WHEREAS, on March 4, 2020, I issued a Proclamation declaring a state of emergency to support ongoing State and county responses to COVID-19;

WHEREAS, on March 16, 2020, I issued a Supplementary Proclamation suspending certain laws hindering State and county responses to COVID-19;

WHEREAS, on March 21, 2020, I issued a Second Supplementary Proclamation and Emergency Rules Relating to COVID-19 implementing a mandatory self-quarantine for all persons entering the State, effective at 12:01 a.m. on Thursday, March 26, 2020;

WHEREAS, COVID-19 continues to spread throughout the nation and world at an unprecedented rate;

WHEREAS, as of March 23, 2020, there have been at least 77 documented cases of COVID-19 in the State;

WHEREAS, the United States Centers for Disease Control and Prevention (CDC) and the Hawai'i Department of Health recommend implementing social distancing strategies to reduce the spread of COVID-19;

WHEREAS, the dangers of COVID-19 require the serious attention, effort, and sacrifice of all people in the State to avert unmanageable strains on our healthcare system and other catastrophic impacts to the State;

WHEREAS, it has become necessary to supplement the Proclamation of March 4, 2020, the Supplementary Proclamation of March 16, 2020, and the Second Supplementary Proclamation of March 21, 2020, to mandate and effectuate social distancing measures throughout the State in order to reduce the spread of COVID-19;

NOW, THEREFORE, I, DAVID Y. IGE, Governor of the State of Hawai'i, hereby further supplement the Proclamation of March 4, 2020 and the Supplementary Proclamations set forth above, all of which shall remain in full force and effect, and

order the following:

I. All Persons in the State Must Stay at Home or in Their Place of Residence

Pursuant to sections 127A-12(a)(5), 127A-12(a)(14), 127A-13(a)(1), and 127A-13(a)(7), HRS, all persons within the State of Hawai'i are ordered to stay at home or in their place of residence except as necessary to maintain continuity of operations of the federal critical infrastructure sectors, as identified at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19> and as further designated below or by the Director of the Hawai'i Emergency Management Agency (HIEMA). With respect to persons residing in hotels, condominiums, townhomes, apartments, or other multi-unit dwellings, "place of residence" means the person's individual hotel room or unit. To the extent persons use shared or outdoor spaces when outside their residence, they must comply with the social distancing requirements set forth herein to the fullest extent possible. All persons may leave their home or place of residence only for essential activities or to engage in the essential businesses and operations identified herein. **This order shall take effect on March 25, 2020 at 12:01 am and remain in place until 11:59 pm on April 30, 2020.**

A. Work in essential businesses or operations

Persons may travel to and from the following essential businesses and operations to the extent that such businesses or operations cannot be conducted through remote technology from homes or places of residence. Businesses include for-profit, non-profit, or educational entities, regardless of the nature of the service, the function they perform, or their corporate or entity structure. All businesses or operations not identified as federal critical infrastructure sectors at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19> or designated by the Director of HIEMA or listed below, must cease:

1. Healthcare services and facilities. Hospitals, clinics, physician offices, assisted living facilities, and other healthcare facilities and services;
2. Stores that sell groceries and medicine. Grocery stores, pharmacies, licensed medical cannabis dispensaries, certified farmers' markets, farm and produce stands, supermarkets, convenience stores, and other establishments engaged in the sale of groceries, canned food, dry goods, frozen foods, fresh fruits and vegetables, pet supplies, fresh meats, fish, and poultry, alcoholic and non-alcoholic

beverages, and any other household consumer products (such as cleaning and personal care products). This includes establishments that sell groceries, medicine, including medication not requiring a medical prescription, supplies for children under the age of five and also that sell other non-grocery products, and products necessary to maintain the safety, sanitation, health and essential operation of residences and essential businesses and operations;

3. Food, beverage, cannabis production and agriculture. Food and beverage manufacturing, production, processing, and cultivation, including farming, livestock, hunting, gathering, fishing, baking, and other agriculture, including marketing, production, cultivation and distribution of animals and goods for consumption; licensed cannabis cultivation centers; and businesses that provide food, shelter, and other necessities of life for animals, including animal shelters, rescues, shelters, kennels, and adoption facilities;

4. Educational institutions. Educational institutions – including public and private pre-K-12 schools, colleges, and universities – for purposes of implementing appropriate learning measures, performing critical research, or performing essential functions, provided that the social distancing requirements identified herein are maintained to the greatest extent possible;

5. Organizations that provide charitable and social services. Businesses and religious and secular nonprofit organizations, including food banks, when providing food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, individuals who need assistance as a result of this emergency, and people with disabilities;

6. Media. Newspapers, television, radio, and other media services;

7. Gas stations and businesses needed for transportation. Gas stations and auto-supply, auto-repair, and related facilities and bicycle shops and related facilities;

8. Financial institutions. Financial institutions, currency exchanges, consumer lenders, including but not limited to payday lenders, pawnbrokers, consumer installment lenders and sales finance lenders, credit unions, appraisers, title companies, financial markets, trading and futures exchanges, affiliates of financial institutions, entities that issue bonds, related financial institutions, and institutions selling financial

products;

9. Hardware and supply stores. Hardware stores and businesses that sell electrical, plumbing, and heating material;

10. Critical trades. Building and Construction Tradesmen and Tradeswomen, and other trades including but not limited to plumbers, electricians, exterminators, cleaning and janitorial staff for commercial and governmental properties, security staff, operating engineers, HVAC, painting, moving and relocation services, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, essential activities, and essential businesses and operations;

11. Mail, post, shipping, logistics, delivery, and pick-up services. Post offices and other businesses that provide shipping and delivery services, and businesses that ship or deliver groceries, food, alcoholic and non-alcoholic beverages, goods or services to end users or through commercial channels;

12. Laundry services. Laundromats, dry cleaners, industrial laundry services, laundry rooms in hotels, condominiums, townhomes, apartments, and other multi-unit dwelling structures, and laundry service providers;

13. Restaurants for consumption off-premises. Restaurants and other facilities that prepare and serve food, but only for consumption off-premises, through such means as in-house delivery, third-party delivery, drive-through, curbside pick-up, and carry-out. Entities that typically provide food services to members of the public may continue to do so under this Third Supplementary Proclamation on the condition that the food is provided on a pick-up, delivery or takeaway basis only. Entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site due to the virus's propensity to physically impact surfaces and personal property;

14. Supplies to work from home. Businesses that sell, manufacture, or supply products needed for people to work from home;

15. Supplies for essential businesses and operations. Businesses that sell, manufacture, or supply other essential businesses and operations with the support or materials necessary to operate, including computers, audio and video electronics, household appliances; IT and telecommunication equipment; hardware, paint, flat glass;

electrical, plumbing and heating material; sanitary equipment; personal hygiene products; food, food additives, ingredients and components; medical and orthopedic equipment; optics and photography equipment; diagnostics, food and beverages, chemicals, soaps and detergent; and firearm and ammunition suppliers and retailers for purposes of safety and security;

16. Transportation. Airlines, taxis, transportation network providers (such as Uber and Lyft), vehicle rental services, paratransit, and other private, public, and commercial transportation and logistics providers necessary for essential activities and other purposes expressly authorized in this Third Supplementary Proclamation;

17. Home-based care and services. Home-based care for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness, including caregivers such as nannies who may travel to the child's home to provide care, and other in-home services including meal delivery;

18. Residential facilities and shelters. Residential facilities and shelters for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness;

19. Professional services. Professional services, such as legal services, accounting services, insurance services, real estate services (including appraisal and title services);

20. Child care services for employees exempted by this Order. Child care services, licensed or authorized under the law, for the children of employees exempted by this Third Supplementary Proclamation;

21. Manufacture, distribution, and supply chain for critical products and industries. Manufacturing companies, distributors, and supply chain companies producing and supplying essential products and services in and for industries such as pharmaceutical, technology, biotechnology, healthcare, chemicals and sanitization, waste pickup and disposal, agriculture, food and beverage, transportation, energy, steel and steel products, petroleum and fuel, mining, construction, national defense, communications, as well as products used by essential businesses and operations;

22. Critical labor union functions. Labor Union essential activities including the administration of health and welfare funds and personnel checking on the

well-being and safety of members providing services in essential businesses and operations – provided that these checks should be done remotely where possible;

23. Hotels and motels. Hotels and motels, to the extent used for lodging and delivery or carry-out food services;

24. Funeral services. Funeral, mortuary, cremation, burial, cemetery, and related services;

25. Government functions. For purposes of this Third Supplementary Proclamation, all first responders, emergency management personnel, emergency dispatchers, health workers, court personnel, law enforcement and corrections personnel, hazardous materials responders, child protection and child welfare personnel, housing and shelter personnel, national guard, and other governmental employees working for or to support essential businesses and operations are exempt. Nothing in this Third Supplementary Proclamation shall prohibit any person from performing or accessing essential governmental functions. Furthermore, this Third Supplementary Proclamation does not apply to the United States government.

B. Permitted Activities Outside the Home or Place of Residence

This order shall not apply to the following activities outside a person's home or place of residence:

1. Travel for health and safety;
2. Travel to engage in, receive or obtain goods or services from the essential businesses or operations identified herein;
3. Travel to engage in minimum basic operations of non-essential businesses, including the minimum necessary activities to maintain the value of the business's inventory, ensure security, process payroll and employee benefits, and related functions as well as the minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences;
4. Travel to care for elderly, minors, dependents, persons with disabilities, or other high risk persons;
5. Travel from a person's home or place of residence to the nearest airport or other facility for departure from the State;
6. Travel required by law enforcement or court order, including to transport children pursuant to a custody agreement;

7. Outdoor exercise activities, including ocean activities such as surfing and swimming, so long as social distancing requirements are maintained;

8. Walking pets on a leash.

C. Prohibited Activities Outside the Home or Place of Residence

Pursuant to current guidance from the CDC, any gathering of more than ten people is prohibited unless exempted by this Third Supplementary Proclamation. Nothing herein prohibits the gathering of members of a household or residence.

All other places of public gathering, whether indoors or outdoors, including but not limited to fitness centers, gyms, locations with amusement rides, carnivals, water parks, aquariums, zoos, museums, arcades, fairs, children's play centers, playgrounds, funplexes, theme parks, bowling alleys, movie and other theaters, concert and music halls, and social clubs shall be closed to the public.

D. Social Distancing Requirements

All essential businesses and operations identified herein and persons engaged in permitted activities identified herein, shall exercise the following social distancing requirements to the fullest extent possible:

1. Six-foot distances. All persons shall maintain a minimum of six-feet of physical separation from all other persons to the fullest extent possible. Essential businesses and operations shall designate with signage, tape, or by other means six-foot spacing for employees and customers in line to maintain appropriate distance.

2. Hand sanitizer and sanitizing products. Essential businesses and operations shall make hand sanitizer and sanitizing products readily available for employees and customers.

3. Separate operating hours for high risk populations. Essential businesses and operations shall implement separate operating hours for elderly and high risk customers. High risk persons, including those who are sick, are urged to stay in their residence to the extent possible except as necessary to seek medical care.

4. Online and remote access. Essential businesses and operations shall post online whether a facility is open and how best to reach the facility and continue services by phone or remotely.

E. Persons Experiencing Homelessness

Persons experiencing homelessness are exempt from Section I of this Third

Supplementary Proclamation but must comply with the social distancing requirements to the fullest extent possible and are strongly urged to obtain shelter. Governmental and other entities are strongly urged to make such shelter available as soon as possible and to the maximum extent practicable and to use in their operation COVID-19 risk mitigation practices recommended by the CDC.

F. Criminal Penalties

Any person who intentionally or knowingly violates any provision set forth in this Section I shall be guilty of a misdemeanor, and upon conviction, the person shall be fined not more than \$5,000, or imprisoned not more than one year, or both.

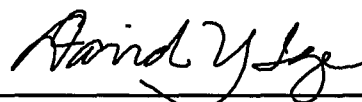
II. This Order Shall Have the Force and Effect of Law

Pursuant to section 127A-25, HRS, I hereby adopt all provisions set forth in Section I of this Third Supplementary Proclamation as rules that shall have the force and effect of law. Any person violating these rules shall be guilty of a misdemeanor as set forth in section 127A-29, HRS.

In the event of any inconsistency, conflict or ambiguity between this Third Supplementary Proclamation and any county emergency order, rule, directive or proclamation, the relevant documents shall be read to allow for maximum flexibility so that essential businesses and operations continue unimpeded.

I FURTHER DECLARE that the disaster emergency relief period shall continue through April 30, 2020, unless terminated by a separate proclamation, whichever shall occur first.

Done at the State Capitol, this
23rd day of March, 2020.



DAVID Y. IGE,
Governor of Hawai'i

APPROVED:



Clare E. Connors
Attorney General
State of Hawai'i

EXHIBIT 5

OFFICE OF THE GOVERNOR
STATE OF HAWAII

**SIXTH SUPPLEMENTARY PROCLAMATION
AMENDING AND RESTATING
PRIOR PROCLAMATIONS AND EXECUTIVE ORDERS RELATED TO THE
COVID-19 EMERGENCY**

By the authority vested in me by the Constitution and laws of the State of Hawai'i, to provide relief for disaster damages, losses, and suffering, and to protect the health, safety, and welfare of the people, I, DAVID Y. IGE, Governor of the State of Hawai'i, hereby determine, designate and proclaim as follows:

WHEREAS, I issued on March 4, 2020, a **Proclamation** declaring a state of emergency to support ongoing State and county responses to COVID-19; on March 16, 2020, a **Supplementary Proclamation** suspending certain laws to enable State and county responses to COVID-19; on March 21, 2020, a **Second Supplementary Proclamation** and Rules Relating to COVID-19 implementing a mandatory self-quarantine for all persons entering the State; on March 23, 2020, a **Third Supplementary Proclamation** to mandate and effectuate social distancing measures throughout the State; on March 31, 2020, a **Fourth Supplementary Proclamation** implementing a mandatory self-quarantine for all persons traveling between any of the islands in the State; and on April 16, 2020, a **Fifth Supplementary Proclamation** implementing enhanced social distancing requirements and an eviction moratorium;

WHEREAS, I issued five Executive Orders to enable State and county responses to COVID-19, including Nos. **20-01** (March 23, 2020), **20-02** (March 29, 2020), **20-03** (April 7, 2020), **20-04** (April 16, 2020), and **20-05** (April 16, 2020);

WHEREAS, as of April 24, 2020, there have been more than 600 documented cases of COVID-19 in the State and 14 deaths attributed to this disease;

WHEREAS, COVID-19 continues to endanger the health, safety, and welfare of the people of Hawai'i and a response requires the serious attention,

effort, and sacrifice of all people in the State to avert unmanageable strains on our healthcare system and other catastrophic impacts to the State;

NOW, THEREFORE, I, DAVID Y. IGE, Governor of the State of Hawai'i, hereby amend and restate all prior emergency proclamations (the Proclamation, the Supplementary Proclamation, the Second Supplementary Proclamation and Rules Relating to COVID-19, the Third Supplementary Proclamation, the Fourth Supplementary Proclamation, the Fifth Supplementary Proclamation) and Executive Orders (20-01, 20-02, 20-03, 20-04, and 20-05) and authorize and invoke the following as set forth herein:

I. <u>Statewide Coordination</u>	[4]
II. <u>Invocation of Laws</u>	[4]
III. <u>Stay at Home or in Their Place of Residence</u>	[5]
A. Work in Essential Businesses or Operations	
B. Permitted Activities Outside the Home or Place of Residence	
C. Prohibited Activities Outside the Home or Place of Residence	
D. Social Distancing Requirements	
E. Persons Experiencing Homelessness	
F. Force and Effect of Law	
IV. <u>All Persons Traveling to the State or Traveling Inter-Island</u>	[15]
A. Traveling to the State	
B. Traveling Inter-Island	
C. Force and Effect of Law	
V. <u>Suspension of Laws</u>	[16]
A. Session Laws	
B. Division 1. Government	
C. Division 2. Business	
D. Division 3. Property; Family	
E. Division 4. Courts and Judicial Proceedings	
F. Division 5. Crimes and Criminal Proceedings	
<u>Exhibit A. Restatement of Executive Order NO. 20-05</u>	
<u>Exhibit B. Federal Critical Infrastructure Sectors</u> [as of April 24, 2020]	
<u>Exhibit C. CDC Cloth Face Covering Recommendation</u> [as of April 24, 2020]	
<u>Exhibit D. Rules Relating to COVID-19 Travel Quarantine</u>	

Exhibit E. Rules Relating to Child Care Services Under Chapter 17-798.2,
Hawaii Administrative Rules
Exhibit F. Rules Relating to Notaries Public

I. Statewide Coordination

I hereby invoke section 127A-13(a)(5), Hawaii Revised Statutes (HRS), as it is my opinion that it is necessary to coordinate emergency management functions. Accordingly, I direct all counties to obtain my approval, or the approval of the Director of Hawaii Emergency Management Agency (HIEMA), prior to issuing any emergency order, rule, or proclamation. I further suspend sections 127A-14(b) and 127A-25, HRS, to the limited extent necessary to ensure statewide coordination.

II. Invocation of Laws

The following emergency provisions are expressly invoked, if not already in effect upon declaration of an emergency on March 4, 2020:

Sections 127A-12(a)(5), 127A-13(a)(6), and 127A-13(a)(7), HRS, directing the Director of HIEMA and the administrators of each county emergency management agency to take appropriate actions to direct or control, as may be necessary for emergency management, the following:

- a. Alerts, warnings, notifications, and activations;
- b. Warnings and signals for alerts and any type of warning device, system, or method to be used in connection therewith;
- c. Partial or full mobilization of personnel in advance of or in response to an actual emergency or disaster;
- d. The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic during, before, and after alerts, emergencies, or disasters;
- e. The shutting off of water mains, gas mains, electric power connections, or suspension of other services; and
- f. Mandatory evacuation of the civilian population.

Section 127A-12(b)(13), HRS, requiring each public utility, or any person owning, controlling, or operating a critical infrastructure, to protect and safeguard its or the person's property, or to provide for the protection and safeguarding thereof, and provide for the protection and safeguarding of all critical infrastructure and key resources; provided that without prejudice to the generality

of the foregoing two clauses, the protecting or safeguarding may include the regulation or prohibition of public entry thereon, or the permission of the entry upon terms and conditions as I may prescribe.

Section 127A-12(b)(16), HRS, directing all state agencies and officers to cooperate with and extend their services, materials, and facilities as may be required to assist in emergency response efforts.

Section 127A-13(a)(8), HRS, to prevent the hoarding, waste, or destruction of materials, supplies, commodities, accommodations, facilities, and services to effectuate equitable distribution thereof, or to establish priorities therein; to investigate; and notwithstanding any other law to the contrary, to regulate or prohibit, by means of licensing, rationing, or otherwise, the storage, transportation, use, possession, maintenance, furnishing, sale, or distribution thereof, and any business or any transaction related thereto.

Section 127A-16, HRS, activating the Major Disaster Fund.

Section 127A-30, HRS, inasmuch as such section automatically went into effect upon declaration of an emergency on March 4, 2020.

Restatement of Executive Order No. 20-05, as set forth in Exhibit A attached hereto.

III. Stay at Home or in Their Place of Residence

Pursuant to sections 127A-12(a)(5), 127A-12(b)(14), 127A-13(a)(1), and 127A-13(a)(7), HRS, all persons within the State of Hawai'i are ordered to stay at home or in their place of residence except as necessary to maintain continuity of operations of the federal critical infrastructure sectors, as set forth in Exhibit B attached hereto, and as further designated below or by the Director of HIEMA. With respect to persons residing in hotels, condominiums, townhomes, apartments, or other multi-unit dwellings, "place of residence" means the person's individual hotel room or unit. To the extent persons use shared or outdoor spaces when outside their residence, they must comply with the social distancing requirements set forth herein to the fullest extent possible. All persons may leave their home or place of residence only for the essential businesses or operations described in Section III.A of the Sixth Supplementary Emergency

Proclamation (Proclamation) and/or to engage in permitted activities outside their homes or places of residence described in Section III.B of this Proclamation.

A. Work in Essential Businesses or Operations

Businesses include for-profit, non-profit, or educational entities, regardless of the nature of the service, the function they perform, or their corporate or entity structure. All businesses or operations not identified as federal critical infrastructure sectors in Exhibit B attached hereto or designated by the Director of HIEMA or listed below, must cease. Persons may travel to and from the following essential businesses and operations to the extent that such businesses or operations cannot be conducted through remote technology from homes or places of residence:

1. Healthcare services and facilities. Hospitals, clinics, physician offices, assisted living facilities, and other healthcare facilities and services;

2. Stores that sell groceries and medicine. Grocery stores, pharmacies, licensed medical cannabis dispensaries, farmers' markets, farm and produce stands, supermarkets, convenience stores, and other establishments engaged in the sale of groceries, canned food, dry goods, frozen foods, fresh fruits and vegetables, pet supplies, fresh meats, fish, and poultry, alcoholic and non-alcoholic beverages, and any other household consumer products (such as cleaning and personal care products). This includes establishments that sell groceries, medicine, including medication not requiring a medical prescription, supplies for children under the age of five and also that sell other non-grocery products, and products necessary to maintain the safety, sanitation, health and essential operation of residences and essential businesses and operations;

3. Food, beverage, cannabis production and agriculture. Food and/or beverage manufacturing, production, processing, and cultivation, including farming, livestock, hunting, gathering, fishing, baking, and other agriculture, including marketing, production, cultivation and distribution of animals and goods for consumption; licensed medical cannabis production centers; and businesses that provide food, shelter, and other necessities of life for animals, including animal shelters, rescues, shelters, kennels, and adoption facilities;

4. Educational institutions. Educational institutions – including public and private pre-K-12 schools, colleges, and universities – for purposes of implementing appropriate learning measures, performing critical research, or performing essential functions, provided that the social distancing requirements identified herein are maintained to the greatest extent possible;

5. Organizations that provide charitable and social services. Businesses and religious and secular nonprofit organizations, including food banks, when providing food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, individuals who need assistance as a result of this emergency, and people with disabilities;

6. Media. Newspapers, television, radio, and other media services;

7. Gas stations and businesses needed for transportation. Gas stations and auto-supply, auto-repair, and related facilities and bicycle shops and related facilities;

8. Financial institutions. Financial institutions, currency exchanges, consumer lenders, including but not limited to payday lenders, pawnbrokers, consumer installment lenders and sales finance lenders, credit unions, appraisers, title companies, financial markets, trading and futures exchanges, affiliates of financial institutions, entities that issue bonds, related financial institutions, institutions selling financial products, and money service businesses such as money transmitters;

9. Hardware and supply stores. Hardware stores and businesses that sell electrical, plumbing, and heating material;

10. Critical trades. Building and Construction Tradesmen and Tradeswomen, and other trades including but not limited to plumbers, electricians, exterminators, cleaning and janitorial staff for commercial and governmental properties, security staff, operating engineers, HVAC, painting, moving and relocation services, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, essential activities, and essential businesses and operations;

11. Mail, post, shipping, logistics, delivery, and pick-up services. Post offices and other businesses that provide shipping and delivery services, and businesses that ship or deliver groceries, food, alcoholic and non-alcoholic beverages, goods or services to end users or through commercial channels;

12. Laundry services. Laundromats, dry cleaners, industrial laundry services, laundry rooms in hotels, condominiums, townhomes, apartments, and other multi-unit dwelling structures, and laundry service providers;

13. Restaurants for consumption off-premises. Restaurants and other facilities that prepare and serve food, but only for consumption off-premises, through such means as in-house delivery, third-party delivery, drive-through, curbside pick-up, and carry-out. Entities that typically provide food services to members of the public may continue to do so under this Proclamation on the condition that the food is provided on a pick-up, delivery or takeaway basis only. Entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site due to the virus's propensity to physically impact surfaces and personal property;

14. Supplies to work from home. Businesses that sell, manufacture, or supply products needed for people to work from home;

15. Supplies for essential businesses and operations. Businesses that sell, manufacture, or supply other essential businesses and operations with the support or materials necessary to operate, including computers, audio and video electronics, household appliances; IT and telecommunication equipment; hardware, paint, flat glass; electrical, plumbing and heating material; sanitary equipment; personal hygiene products; food, food additives, ingredients and components; medical and orthopedic equipment; optics and photography equipment; diagnostics, food and beverages, chemicals, soaps and detergent; and firearm and ammunition suppliers and retailers for purposes of safety and security;

16. Transportation. Airlines, taxis, transportation network providers (such as Uber and Lyft), vehicle rental services, paratransit, and other private,

public, and commercial transportation and logistics providers necessary for essential activities and other purposes expressly authorized in this Proclamation;

17. Home-based care and services. Home-based care for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness, including caregivers such as nannies who may travel to the child's home to provide care, and other in-home services including meal delivery;

18. Residential facilities and shelters. Residential facilities and shelters for adults, seniors, children, and/or people with developmental disabilities, intellectual disabilities, substance use disorders, and/or mental illness;

19. Professional services. Professional services, including but not limited to legal services (such as attorney and expert services), accounting services, insurance services, and real estate services (such as escrow, appraisal, and title services);

20. Child care services for employees exempted by this Order. Child care services, licensed or authorized under the law, for the children of employees exempted by this Proclamation;

21. Manufacture, distribution, and supply chain for critical products and industries. Manufacturing companies, distributors, and supply chain companies producing and supplying essential products and services in and for industries such as pharmaceutical, technology, biotechnology, healthcare, chemicals and sanitization, waste pickup and disposal, agriculture, food and beverage, transportation, energy, steel and steel products, petroleum and fuel, mining, construction, national defense, communications, as well as products used by essential businesses and operations;

22. Critical labor union functions. Labor Union essential activities including the administration of health and welfare funds and personnel checking on the well-being and safety of members providing services in essential businesses and operations – provided that these checks should be done remotely where possible;

23. Hotels and motels. Hotels and motels, to the extent used for lodging and delivery or carry-out food services;

24. Funeral services. Funeral, mortuary, cremation, burial, cemetery, and related services;

25. Government functions. For purposes of this Proclamation, all first responders, emergency management personnel, emergency dispatchers, health workers, court personnel, law enforcement and corrections personnel, hazardous materials responders, child protection and child welfare personnel, housing and shelter personnel, national guard, and other governmental employees working for or to support essential businesses and operations are exempt. Nothing in this Proclamation shall prohibit any person from performing or accessing essential governmental functions. Furthermore, this Proclamation does not apply to the United States government.

B. Permitted Activities Outside the Home or Place of Residence

This order shall not apply to the following activities outside a person's home or place of residence:

1. Travel for health and safety;
2. Travel to engage in, receive or obtain goods or services from the essential businesses or operations identified herein;
3. Travel to engage in minimum basic operations of non-essential businesses, including the minimum necessary activities to maintain the value of the business's inventory, ensure security, process payroll and employee benefits, and related functions as well as the minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences;
4. Travel to care for the elderly, minors, dependents, persons with disabilities, or other high risk persons;
5. Travel required by law enforcement or court order, including to transport children pursuant to a custody agreement;
6. Outdoor exercise activities, including ocean activities such as surfing and swimming, so long as social distancing requirements are maintained;

7. Walking pets on a leash.

C. Prohibited Activities Outside the Home or Place of Residence

Pursuant to current guidance from the Centers for Disease Control and Prevention (CDC), any gathering of more than ten people is prohibited unless exempted by this Proclamation. Members of a single residential or family unit sharing the same address are not prohibited from gathering. All places of public gathering, whether indoors or outdoors, including but not limited to fitness centers, gyms, locations with amusement rides, carnivals, water parks, aquariums, zoos, museums, arcades, fairs, children's play centers, playgrounds, funplexes, theme parks, bowling alleys, movie and other theaters, concert and music halls, and social clubs shall be closed to the public. Additionally, pursuant to sections 127A-12(a)(5), 127A-12(b)(14), 127A-13(a)(1), and 127A-13(a)(7), HRS, all persons must comply with the following limitations on activities outside the home or place of residence:

1. Beach Closures. All beaches in Hawai'i are hereby closed. No person shall sit, stand, lie down, lounge, sunbathe, or loiter on any beach or sand bar in Hawai'i, except as allowed in Section III.C.4 below and when:

- a. transiting across or through beaches to access the ocean waters for outdoor exercise purposes, such as surfing, solo paddling, and swimming, so long as social distancing requirements are maintained;
- b. running, jogging, or walking on the beach, so long as social distancing requirements are maintained.

2. Boating Restrictions. No more than two persons are allowed in any boat on Hawai'i's waters for recreational purposes unless they are part of a single residential or family unit sharing the same address. Both persons in the boat shall comply as reasonably possible with the social distancing requirements unless they are part of a single residential or family unit sharing the same address. All boats shall maintain a distance of 20 feet from other boats when in use. This restriction does not apply to fishing as allowed in Section III.A.3 of this Proclamation.

3. Hiking Restrictions. No group of more than two persons is allowed to hike on state trails, unless all hikers in the group are part of a single residential or family unit sharing the same address. All persons hiking, who are not part of a single residential or family unit sharing the same address, shall maintain a distance of at least 20 feet from any other hiker.

4. Shore Fishing Limitations. No group of more than two persons may engage in shore fishing, unless all in the group are part of a single residential or family unit sharing the same address. All persons engaging in shore fishing, who are not part of a single residential or family unit sharing the same address, shall comply with social distancing requirements.

D. Social Distancing Requirements

All persons are encouraged to wear a cloth face covering as described and recommended by the CDC, which guidance is attached hereto as Exhibit C. This section shall not apply to persons who are engaged in permissible outdoor exercise activities so long as social distancing requirements are maintained. All essential businesses and operations identified herein and persons engaged in permitted activities identified herein, shall exercise the following social distancing requirements to the fullest extent possible:

1. High risk populations. Elderly and others at high risk for COVID-19 are urged to stay in their residences to the extent possible, except as necessary to seek medical care.

2. Persons who are sick. Persons who are sick or have a fever or cough or are exhibiting symptoms such as shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, are urged to stay in their residences to the extent possible, except as necessary to seek medical care.

3. Six-foot distances. All persons shall maintain a minimum of six-feet of physical separation from all other persons to the fullest extent possible. Essential businesses and operations shall designate with signage, tape, or by other means six-foot spacing for employees and customers in line to maintain appropriate distance. Employees shall monitor and enforce the six-foot

distancing requirement set forth in this Proclamation, whether outside waiting lines or as customers move about inside a facility. Checkout operations shall be modified, to the extent reasonably feasible, to provide this separation or to provide a transparent shield or barrier between customers and checkout clerks.

4. Limited Customer Occupancy. Each essential business facility or operation shall determine the maximum number of customers that may be accommodated while maintaining the specified separation distance and limiting the number of customers in the facility or at the operation to that maximum number at any time.

5. Face covering. All customers shall wear a face covering as described and recommended by the CDC (see Exhibit C), while waiting to enter and while at an essential business or operation. All employees of essential businesses or operations who have any contact with customers or goods to be purchased shall wear the cloth face covering recommended by the CDC while at their place of employment.

6. Hand sanitizer and sanitizing products. Essential businesses and operations shall make hand sanitizer and sanitizing products readily available for employees and customers. Employees handling items from customers, such as cash or credit cards, shall frequently utilize hand sanitizers.

7. Disinfection. Essential businesses and operations shall regularly disinfect all high-touch surfaces.

8. Safeguards for high risk populations. Essential businesses and operations are urged to implement processes to safeguard elderly and high risk customers. High risk persons are encouraged to stay in their residence to the extent possible, except as necessary to seek medical care.

9. Online and remote access. Essential businesses and operations shall post online whether a facility is open and how best to reach the facility and continue services by phone or remotely. Essential businesses and operations shall encourage their customers to do their business remotely by phone or online to the extent possible.

10. Pickup at store or delivery. Essential businesses and operations shall provide for, if feasible, online ordering and purchase of goods and customer pickup of orders at a location outside the facility or shall provide for delivery to customer locations.

11. Signage. Essential businesses and operations shall post a sign at the entrance of the facility informing all employees and customers that they should: wear CDC recommended face coverings while in the business or operation; avoid entering the business or operation if they have a cough or fever or otherwise do not feel well; maintain a six-foot distance from one another; not shake hands or engage in unnecessary physical contact.

E. Persons Experiencing Homelessness

Persons experiencing homelessness are exempt from Section III of this Proclamation but shall comply with the social distancing requirements to the fullest extent possible and are strongly urged to obtain shelter. Governmental and other entities are strongly urged to make such shelter available as soon as possible and to the maximum extent practicable and to use in their operation COVID-19 risk mitigation practices recommended by the CDC.

F. Force and Effect of Law

Pursuant to section 127A-25, HRS, all provisions set forth in Section III of this Proclamation are hereby adopted as rules that shall have the force and effect of law. In the event of any inconsistency, conflict or ambiguity between this Proclamation and any county emergency order, rule, directive or proclamation, the relevant documents shall be read to allow a county maximum flexibility to exercise its respective emergency management authority.

Pursuant to section 127A-29, HRS, any person who intentionally or knowingly violates any provision set forth in this Section III shall be guilty of a misdemeanor, and upon conviction, the person shall be fined not more than \$5,000, or imprisoned not more than one year, or both.

Section III of this Proclamation shall take effect on April 26, 2020 at 12:01 am and remain in place until 11:59 pm on May 31, 2020.

IV. All Persons Traveling to the State or Traveling Inter-Island

A. Traveling to the State

Pursuant to section 127A-13(a)(1), HRS, all persons entering the State of Hawai'i shall be subject to mandatory self-quarantine, except those persons performing critical infrastructure functions as identified in Section III.A of this Proclamation. The period of self-quarantine shall begin from the time of entry into the State of Hawai'i and shall last 14 days or the duration of the person's presence in the State of Hawai'i, whichever is shorter.

B. Traveling Inter-Island

1. Pursuant to section 127A-13(a)(1), HRS, all persons traveling between any of the islands in the State of Hawai'i shall be subject to mandatory self-quarantine. The period of self-quarantine shall begin from the date of entry onto the island and shall last 14 days.

2. Persons traveling between islands for purposes related to medical or health care will not be subject to the self-quarantine so long as they wear appropriate protective gear and follow the social distancing requirements identified in Section III.D of this Proclamation.

3. Persons traveling between islands to perform critical infrastructure functions as identified in Section III.A of this Proclamation will be subject to self-quarantine while away from their island residence but may break quarantine to perform necessary functions. Upon return to their island residence, such persons will not be subject to the self-quarantine so long as they wear appropriate protective gear and follow the social distancing requirements identified in Section III.D of this Proclamation.

C. Force and Effect of Law

Pursuant to section 127A-25, HRS, all provisions set forth in Section IV of this Proclamation and the Rules Relating to COVID-19 Travel Quarantine, Exhibit D attached hereto, are hereby adopted as rules and shall have the force and effect of law. (These rules are hereinafter referred to as the "Travel Quarantine Rules").

Pursuant to section 127A-29, HRS, any person who intentionally or knowingly violates the Travel Quarantine Rules shall be guilty of a misdemeanor, and upon conviction, the person shall be fined not more than \$5,000, or imprisoned not more than one year, or both.

Section IV of this Proclamation shall take effect on April 26, 2020 at 12:01 am and remain in place until 11:59 pm on May 31, 2020.

V. Suspension of Laws

The following laws are suspended, as allowed by federal law, pursuant to section 127A-13(a)(3), HRS, in order for county and state agencies to engage in emergency management functions as defined in section 127A-2, HRS:

A. Session Laws

Section 9, Act 5, Session Laws of Hawaii 2019, to the extent that the appropriation for debt service payments shall no longer be limited to principal and interest payments on general obligation bonds, such that debt service moneys may be used for bond counsel fees, costs related to tax compliance work on the expenditure of general obligation bond proceeds, and other bond related costs.

B. Division 1. Government

Section 26-33, HRS, **performance of duties of vacant office.**

Section 37-41, HRS, **appropriations to revert to state treasury; exceptions.**

Section 37-74(d), HRS, **program execution**, except for sections 37-74(d)(2) and 37-74(d)(3), HRS, and any such transfers or changes considered to be authorized transfers or changes for purposes of section 34-74(d)(1) for legislative reporting requirements.

Section 40-66, HRS, **appropriations lapse when.**

Chapter 46, HRS, **county organization and administration**, with respect to any county ordinance, rule, regulation, law or provision which applies to any county permitting, licensing, zoning, variance, processes, procedures, fees, or any other requirements that hinder, delay, or impede the purpose of this proclamation.

Section 78-13, HRS, **salary periods**, to the extent necessary to allow the State of Hawaii Department of Defense to pay, as expeditiously as possible, members of the Hawaii National Guard ordered into active service and deployed in response to this emergency.

Chapter 89, HRS, **collective bargaining in public employment**.

Chapter 89C, HRS, **public officers and employees excluded from collective bargaining**.

Chapter 91, HRS, **administrative procedure**, to the extent necessary such that, at the sole discretion of the department or agency, any administrative hearing may be conducted by telephone or video conference without the parties, department or agency, being physically present in the same location; any deadlines may be waived or suspended; and any administrative hearing procedures, such as, but not limited to, conferences, filing of documents, or service, may be done via telephone or email. Additionally, to provide agencies with maximum flexibility to respond to the COVID-19 emergency, and to authorize any agency or court to stay or continue administrative hearings, appeals, and related deadlines as necessary.

Administrative hearings not subject to Chapter 91, to the extent necessary such that, at the sole discretion of the department of agency, any such hearing may be conducted by telephone or video conference without the parties, department, or agency, being physically present in the same location; any deadlines may be waived or suspended; and any hearing procedures, such as, but not limited to, conferences, filing of documents, or service, may be done via telephone or email.

Section 91-3(b), HRS, **procedure for adoption, amendment, or repeal of rules**, and section 325-2, HRS, **physicians, laboratory directors, and health care professionals to report** to the extent necessary to add coronavirus disease 2019 (COVID-19) (SARS-CoV-2) to Exhibits A and B of Chapter 11-156, Hawaii Administrative Rules (HAR), without adopting emergency rules, and to ensure that physicians, health care professionals, and laboratory directors shall report the incidence or suspected incidence of COVID-19 to the department of

health in the manner specified by the department of health and that test results (including positive and negative results) be reported to the department of health via the electronic laboratory reporting system and by telephone on an urgent basis. The addition of (COVID-19) (SARS-CoV-2) to Exhibits A and B of Chapter 11-156, HAR, shall be effective for a period of one hundred eighty (180) days from the date of this Proclamation.

Chapter 92, HRS, **public agency meetings and records**, to the extent necessary to enable boards to conduct business in person or through remote technology without holding meetings open to the public. Boards shall consider reasonable measures to allow public participation consistent with social distancing practices, such as providing electronic notice of meetings, allowing submission of written testimony on agenda items, live streaming meetings, and posting minutes of meetings online. No board deliberation or action shall be invalid, however, if such measures are not taken.

Chapter 92F, HRS, **uniform information practices act (modified)**.

Section 102-2, HRS, **contracts for concessions; bid required, exception**.

Section 103-2, HRS, **general fund**.

Section 103-53, HRS, **contracts with the State or counties; tax clearances, assignments**.

Section 103-55, HRS, **wages, hours, and working conditions of employees of contractors performing services**.

Section 103-55.5, HRS, **wages and hours of employees on public works construction contracts**.

Chapter 103D, HRS, **Hawaii public procurement code**.

Chapter 103F, HRS, **purchases of health and human services**.

Chapter 104, Hawaii Revised Statutes, **wages and hours of employees on public works**, to the extent that this suspension only applies to construction contracts for governmental construction projects related to COVID-19 entered into on or after the date of the Supplementary Proclamation issued on March 16, 2020 through the duration of the emergency.

Chapter 105, HRS, **government motor vehicles**, except for section 105-11, HRS, **State motor pool revolving fund**.

Section 127A-30(a)(2), HRS, **rental or sale of essential commodities during a state of emergency; prohibition against price increases**, to the extent that it permits the termination of any tenancy for a residential dwelling unit in the area that is the subject of the proclamation for a breach of a material term of a rental agreement or lease resulting from a failure to pay all or any portion of the rent or lease, maintenance fees, utility charges, taxes or other fees required by the rental agreement or lease. Additionally, section 521-68, HRS, **landlord's remedies for failure by tenant to pay rent** and section 521-71, HRS, **termination of tenancy; landlord's remedies for holdover tenants** and Chapter 666, **landlord and tenant**, to the extent necessary to prohibit the commencement, continuation, or prosecution of an action, to terminate any tenancy for a residential dwelling unit, for failure to pay all or any portion of the rent, maintenance fees, utility charges, taxes or other fees required for the residential dwelling unit.

Sections 134-3(a) and (b), HRS, **registration, mandatory, exceptions**, to the extent necessary such that the chiefs of police of the counties, in their sole discretion, may suspend the deadline whereby a person must register a firearm within five days after arrival in the State of the person or firearm, whichever arrives later, and the deadline whereby a person acquiring a firearm pursuant to section 134-2, HRS, must register the firearm within five days of acquisition.

Section 183C-6, HRS, **permits and site plan approvals**, to the extent necessary to enable the Department of Land and Natural Resources to administer the permitting program for conservation district use permits without the application of provisions providing for automatic approval of permit requests that are not acted upon within 180 days.

Chapter 205A, HRS, **coastal zone management**.

Section 237D-6.5(b), **distribution of the transient accommodations tax**.

Chapter 261, HRS, **aeronautics**

Chapter 281, HRS, **intoxicating liquor**, and related administrative rules, to the extent as follows:

1. Section 281-1, HRS, **definitions**, to exclude hand sanitizer and surface disinfectants from the definition of “liquor” and “intoxicating liquor”; and
2. Section 281-31, HRS, **licenses, classes** to enable the county liquor commissions to allow licensees to sell unopened beer or unopened wine or unopened prepackaged cocktails with food for pick up, delivery, take out, or other means to be consumed off the premises, and to enable county liquor commissions to waive, suspend, or postpone any deadlines or administrative procedures; and to allow class 1 licensees to purchase fermentable wash from class 1, 3, 14, and 18 licensees.

Provided that liquor licensees shall comply at all times with any and all federal laws and any and all state and county laws not specifically suspended herein, including, but not limited to, Chapter 149A, HRS, **Hawaii Pesticides Law**, and the rules, regulations, and requirements of the State of Hawai'i Department of Agriculture, the U.S. Food and Drug Administration, the U.S. Environmental Protection Agency, and the U.S. Alcohol and Tobacco Tax and Trade Bureau.

Section 281-37, HRS, **sales of alcohol**, and related administrative rules, to the extent to allow hospitals and medical clinics to purchase hand sanitizer and surface disinfectants in any quantity from class 1 licensees without holding a county alcohol purchase permit. Provided that liquor licensees shall comply at all times with any and all federal laws and any and all state and county laws not specifically suspended herein, including, but not limited to, Chapter 149A, HRS, **Hawaii Pesticides Law**, and the rules, regulations, and requirements of the State of Hawai'i Department of Agriculture, the U.S. Food and Drug Administration, the U.S. Environmental Protection Agency, and the U.S. Alcohol and Tobacco Tax and Trade Bureau.

Section 281-42(a)(6) and (b)(2), HRS, **manufacturers and wholesale dealers, special restrictions**, and any related administrative rules, to the extent

necessary to enable the county liquor commissions to allow liquor manufacturers and wholesale dealers to negotiate credit terms for periods in excess of thirty (30) days with liquor retail licensees during the disaster emergency relief period, subject to the following restrictions:

1. Any credit negotiations under this suspension must be finalized prior to the termination of the disaster emergency relief period;
2. The suspension of Section 281-42(a)(6), HRS, shall terminate upon the termination of the disaster emergency relief period;
3. The suspension of Section 281-42(b)(2), HRS, shall remain in effect until twenty-one (21) days after the termination of the disaster emergency relief period to the extent necessary to allow liquor retail licensees who have outstanding invoice balances more than thirty (30) days due, to continue purchasing liquor by credit.

Chapter 266, HRS, **harbors**.

Section 291-31.5, HRS, **blue lights prohibited for motor vehicles, motorcycles, motor scooters, bicycles, mopeds** to the extent necessary to allow Department of the Attorney General vehicles to operate with blue lights when used for law enforcement related emergency management functions.

Section 291-51.6, HRS, **issuance of temporary removable windshield placards**, to the extent that the Director of the Department of Health may extend the duration of the temporary removable windshield placard beyond six months.

Section 291-52, HRS, **issuance of removable windshield placard**, with respect only to the statutory six-year expiration.

Sections 302D-12(h)(1) to (5), HRS, **charter school governing boards; powers and duties**, to the extent necessary to enable the governing board of a charter school to conduct business in person or through remote technology without holding meetings open to the public. The governing boards shall consider reasonable measures to allow public participation consistent with social distancing practices, such as providing notice of meetings, allowing submissions of written testimony on agenda items, live streaming meetings, and posting

minutes of meetings online. No governing board deliberation or action shall be invalid, however, if such measures are not taken.

Chapter 325, HRS, **infectious and communicable diseases**, to the limited extent that any provision conflicts with the Governor's exercise of emergency powers herein under section 127A-13(a)(1), HRS.

Sections 329-32(a), 329-33(a), 329-38.2, HRS, **uniform controlled substances act**, and related administrative rules, to the extent necessary to allow out-of-state physicians and nurses to dispense (including prescribing and administering) controlled substances without having to register in Hawai'i, as contemplated in the United States Drug Enforcement Administration's (DEA's) COVID-19 Policy Concerning Separate Registration Across State Lines dated March 25, 2020. Such physicians or nurses must maintain active registration in at least one state and be authorized under that state's law to dispense controlled substances. Such doctors or nurses must also otherwise comply with state laws, including those related to controlled substances.

Section 329-32(e), HRS, **registration requirements**, and related administrative rules, for the limited purpose of allowing the offsite dispensing of necessary take-home doses of medication for medication assisted treatment by an opioid treatment program (OTP) authorized under Section 329-40, HRS, without obtaining a separate state registration, as contemplated in the DEA's COVID-19 policy concerning DEA narcotic treatment programs dated April 7, 2020.

Section 329-38(a)(1)(C), HRS, **prescriptions**, and related administrative rules, only to the extent necessary to allow a facsimile, photograph, or scan of a written prescription to be delivered to the dispensing pharmacist within 15 days of an emergency oral prescription, as contemplated in the DEA's COVID-19 guidance concerning the issuance of oral schedule II prescriptions dated March 27, 2020.

Section 329-40 (b)(7), HRS, **methadone treatment program**, and related administrative rules, for the limited purpose of permitting the issuance of up to 28 doses of methadone to qualified patients in an opioid treatment program in

accordance with the United States Substance Abuse and Mental Health Services Administration's Opioid Treatment Program Guidance, updated on March 19, 2020.

Section 329-41(a)(8), HRS, **prohibited acts B penalties**, for the sole and limited purpose of enabling authorized physicians practicing telehealth as provided in section 453-1.3, HRS, to issue prescriptions for controlled substances. Such physicians must otherwise comply with all other requirements of Chapter 329, HRS.

Section 329-101(b), HRS, **reporting of dispensation of controlled substances; electronic prescription accountability system; requirements; penalty**, to the extent necessary to enable the Department of Public Safety to issue State controlled substance registrations prior to an applicant's registration with the electronic prescription accountability system.

Chapter 329, Part IX, HRS, **medical use of cannabis**, to the extent necessary to allow the Department of Health to extend the effective period of registration for qualifying patients and primary caregivers with registration cards with expiration dates in March, April, and May for ninety (90) days. This suspension shall not apply to the registration of a qualifying out-of-state patient or a caregiver of a qualifying out-of-state patient.

Chapter 346, Part VIII, HRS, **child care**, and related administrative rules for child care licensing and subsidies, to the extent necessary such that the Director of the Department of Human Services, in his sole discretion and for the purpose of assisting those in need, may suspend fingerprinting requirements; suspend the requisite staffing configurations and the number of children per adult ratio for a child care establishment facility; suspend eligibility and other requirements for family units impacted by an emergency; disregard emergency related benefits in calculating child care subsidies; suspend application deadlines for child care subsidies; allow for re-determinations of eligibility and monthly payment amounts within the eligibility period; and suspend subsidy payments for longer than one month when a payment amount is determined to be zero. Additionally, pursuant to section 127A-25, HRS, the Rules Relating to Child Care

Services Under Chapter 17-798.2, Hawaii Administrative Rules, as set forth on Exhibit E attached hereto are hereby adopted.

Sections 346-59.1, 431:10A-116.3, 432:1-601.5, and 432D-23.5, HRS, **coverage for telehealth**, to the extent that the definitions of “telehealth” in each section shall exclude the use of standard telephone contacts.

Section 346-71, HRS, **general assistance to households without minor dependents**, and related administrative rules, to the extent necessary to allow for a presumptive determination of a disability for the duration of the emergency.

Section 346-97, HRS, **criminal history record checks**, and related administrative rules, to the extent necessary for the Director of the Department of Human Services, in his sole discretion, to suspend criminal history record check requirements prior to enrolling Medicaid service providers.

Section 346-261, HRS, **First-To-Work; establishment; purpose**, and related administrative rules, to the extent necessary such that the Director of the Department of Human Services, in his sole discretion and for the purpose of assisting those in need, may suspend eligibility and other requirements for family units impacted by an emergency, and may provide additional rent support for family units impacted by an emergency during the emergency period.

Section 353-62(b)(5), HRS, **Hawaii paroling authority; responsibilities and duties; operations; records, reports, staff**, and related administrative rules, to allow a hearing before a panel of at least two members of the paroling authority in all cases.

Section 373-3, HRS, **fees; biennial renewal, restoration**, section 437-23(a), HRS, **term of license**, section 439-18(c), HRS, **schools**, section 443B-4.58, HRS, **biennial renewal requirement**, section 440-14, HRS, **license, limitations, renewals**, section 444-15, HRS, **fees; biennial renewals; inactive license**, section 448E-8, HRS, **fees; renewals**, section 448F-9, HRS, **biennial renewal; failure to renew**, section 448H-8, HRS, **fees**, section 16-81-10, HAR, **renewal of license**, section 452-16, HRS, **renewal of license; fees**, section 453-3(2), HRS, **limited and temporary licenses**; section 453-3(4), HRS, **limited and temporary licenses**, section 453-6, HRS, **fees; expenses**, section 453D-

11, HRS, **renewal of license; fees**, section 457A-7(e), HRS, **medicare or medicaid nurse aide certification**, section 457A-8(e), HRS, **nurse aide certification for state licensed or state-certified health care settings**, section 457B-9(b), HRS, **fees**, section 457G-6, HRS, **biennial renewal; failure to renew; restoration, inactive license; conversion from registration**, section 458-8(a), HRS, **expiration and renewal**, section 460J-14, HRS, **fees; biennial renewal; inactive license**, section 461J-10, HRS, **biennial renewal; failure to renew**, section 462A-6, HRS, **duration and renewal of license**, section 16-96-27, HAR, **renewal of license**, section 463-10, HRS, **licenses; fees; renewal of licenses; inactive license**, section 464-9(c), HRS, **applications for and certificates of licensure; renewal; fees; continuing education**, section 465-11(a), HRS, **renewals; continuing education requirement**, section 466D-10, HRS, **renewal of license**, section 467-11, HRS, **fees; original license and biennial renewals**, section 471-9(c), HRS, **licenses**, section 472-2(a)(1), HRS, **practice of veterinary technology; qualifications; registration required**, section 481E-5(f), HRS, **certificate of registration; issuance or denial; renewal**, section 481Z-6(f), HRS, **certificate of registration; issuance or denial; renewal**, section 484-9(a), HRS, **annual report**, section 514E-10(e), HRS, **registration required; developer, acquisition agent, plan manager, and exchange agent; registration renewal**, section 514E-10.2(h), HRS, **limited permit**, to the extent necessary such that the Director of the Department of Commerce and Consumer Affairs may suspend or extend license renewal or certification deadlines.

Section 377-9, HRS, **prevention of unfair labor practices**, to the extent necessary such that, at the sole discretion of the Hawaii Labor Relations Board, the requirement to hold a hearing on the complaint not more than 40 days after the filing of the complaint or amendment thereof may be waived.

Chapter 383, HRS, **Hawaii employment security law**, to the extent necessary and as allowed by federal law, through the duration of the emergency as defined under federal law, to enable the Director of the Department of Labor and Industrial Relations to:

1. waive the one-week waiting period for unemployment insurance claimants, the able and available requirement not already exempted, the work search requirements, and online registration for work requirement on HireNet for claimants who are otherwise eligible for unemployment insurance benefits as a result of COVID-19 for claims beginning March 1, 2020;
2. extend deadlines;
3. allow greater flexibility in determining good cause, employer contributions to the Unemployment Insurance Trust Fund, and employer experience rating; and
4. waive required cash or in-kind contributions at the sole discretion of the Director.

Section 383-128(b), HRS, **employment and training fund established**, to the extent necessary to assist workers who have become unemployed as a result of the COVID-19 response, and to address the critical skills shortage resulting from the COVID-19 response, so that the employment and training fund may be used to train newly hired employees so that they may acquire the necessary knowledge, skills and behaviors to become effective and productive employees.

Chapter 386, HRS, **workers' compensation law**, to the extent necessary such that the Department of Labor and Industrial Relations' failure to act within the specified period shall not be deemed an automatic approval.

Chapter 394B, HRS, **dislocated workers**, to the extent necessary to waive notice requirements and deadlines; payment of back pay, benefits, or other forms of compensation; payment of dislocated employees or worker allowance; imposition of penalties; and any private right of action for failure to comply with Chapter 394B, HRS, resulting from the COVID-19 response.

Sections 397-6(c) and (d), HRS, **safety inspection by qualified inspectors**, and related administrative rules, and 76-16(a), **civil service and exemptions**, to the extent necessary to allow the department of labor and industrial relations to hire elevator mechanics, licensed under Chapter 448H,

HRS, to perform safety inspections of elevators and kindred equipment as required under Chapter 397, HRS.

C. Division 2. Business

Chapter 432E, Part IV, HRS, **external review of health insurance determinations**, to the extent necessary to suspend all proceedings for external review until rescheduled by the Insurance Commissioner; and to extend any deadlines, including but not limited to the 130-day deadline to file a request for external appeal.

Chapter 453, HRS, **medicine and surgery**, and Chapters 16-85, HAR, **medical examiners**, and 16-93, HAR, **osteopaths**, to the extent necessary to allow out-of-state physicians, osteopathic physicians, and physician assistants with a current and active license, or those previously licensed pursuant to Chapter 453, HRS, but who are no longer current and active, to practice in Hawai'i without a license; provided that they have never had their license revoked or suspended and are hired by a state or county agency or facility, or by a hospital, including related clinics and rehabilitation hospitals, nursing home, hospice, pharmacy, or clinical laboratory, or other health care entity.

Section 453-1.3, HRS, **practice of telehealth**, to the extent necessary to allow individuals currently and actively licensed pursuant to Chapter 453, HRS, to engage in telehealth without an in-person consultation or a prior existing physician-patient relationship; and to the extent necessary to enable out-of-state physicians, osteopathic physicians, and physician assistants with a current and active license, or those who were previously licensed pursuant to Chapter 453, HRS, but who are no longer current and active, to engage in telehealth in Hawai'i without a license, in-person consultation, or prior existing physician-patient relationship, provided that they have never had their license revoked or suspended and are hired by a state or county agency or facility or by a hospital, including related clinics and rehabilitation hospitals, nursing home, hospice, pharmacy, clinical laboratory, or other health care entity.

Chapter 456, HRS, **notaries public**, and related administrative rules, to the extent necessary to suspend any requirement that would require close

physical contact to accomplish notary functions. Additionally, pursuant to section 127A-25, HRS, the Rules Relating to Notaries, as set forth on Exhibit F attached hereto are hereby adopted.

Chapter 457, HRS, **nurses**, and Chapter 16-89, HAR, **nurses**, to the extent necessary to allow out-of-state licensed practical nurses, registered nurses, advanced practice registered nurses, and advance practice registered nurses with prescriptive authority with a current and active license, or those previously licensed pursuant to Chapter 457, HRS, but who are no longer current and active, to practice in Hawai'i without a license; provided that they have never had their license revoked or suspended and are hired by a state or county agency or facility, or by a hospital, including related clinics and rehabilitation hospitals, nursing home, hospice, pharmacy, clinical laboratory, or other health care entity.

Section 457-7, HRS, **registered nurses; qualifications; licenses; fees; title; existing licensed nurses; verification of licenses; eligibility**, to the extent necessary to waive the licensure and accompanying requirements so as to permit graduates of nursing education programs approved by the State Board of Nursing, within 180 days following graduation, to be employed to practice nursing under the supervision of a registered nurse, with the endorsement of the employing health care entity.

Section 457-8, HRS, **licensed practical nurse; qualifications; license; fees; title; existing licensed nurses; verification of licenses; eligibility**, to the extent necessary to waive the licensure and accompanying requirements so as to permit graduates of nursing education programs approved by the State Board of Nursing, within 180 days following graduation, to be employed to practice nursing under the supervision of a registered licensed practical nurse, with the endorsement of the employing health care entity.

Section 457-8.5, HRS, **advanced practice registered nurse; qualifications; licensure; endorsement; fees; eligibility**, to the extent necessary to waive the licensure and accompanying requirements so as to permit graduates of an accredited graduate-level education program preparing

the nurse for one of the four recognized advanced practice registered nurse roles licensed by the State Board of Nursing, within 180 days following graduation, to be employed to practice as an advanced practice registered nurse, with the endorsement of the employing health care entity.

Section 457G-1.4, HRS, **license required**, and section 457G-1.5, HRS, **practice of occupational therapy**, to the extent necessary to allow out-of-state occupational therapists and occupational therapy assistants with current and active licenses, or those previously license pursuant to Chapter 457G, HRS, but who are no longer current and active, to practice in Hawai'i without a license; provided that they have never had their licenses revoked or suspended and are hired by a state or county agency or entity, or by a hospital, including related clinics and rehabilitation hospitals, nursing home, hospice, pharmacy, clinical laboratory, or other health care entity.

Section 461-5, HRS, **qualifications for license**, and Section 461-6, HRS, **examination; license**, to the extent necessary to waive the licensure and accompanying requirements so as to permit graduates of a pharmacy college accredited by the Accreditation Council for Pharmacy Education, within 180 days following the conferment of the doctor of pharmacy degree, to be employed to practice pharmacy under the supervision of a registered pharmacist, with the endorsement of the employing health care entity.

Section 461-9(a), HRS, **pharmacist in charge; pharmacy personnel**, and Sections 16-95-79(a), HAR, **supervision by a registered pharmacist**, and 16-95-80(a), HAR, **physical presence of a registered pharmacist**, to the extent necessary to allow a registered pharmacist currently and actively licensed pursuant to Chapter 461, HRS, or pharmacy intern currently and actively permitted by the board, to fill, compound, or receive prescriptions by remote data entry.

Section 461J-2, HRS, **practice of physical therapy; qualifications**, section 461J-6, HRS, **permanent licenses**, and section 16-110-20, HAR, **requirements for a permanent physical therapist license or physical therapist assistant license**, to the extent necessary to allow an out-of-

state physical therapist or physical therapy assistant with a current and active license, or those previously licensed pursuant to Chapter 461J, HRS, but who are no longer current and active, to practice in Hawai'i without a license; provided that they have never had their license revoked or suspended and are hired by a state or county agency or entity, or by a hospital, including related clinics and rehabilitation hospitals, nursing home, hospice, pharmacy, clinical laboratory, or other health care entity.

Section 464-4, HRS, **public works**.

Section 466D-3, HRS, **license required**, and section 466D-9, HRS, **licensure by endorsement**, to the extent necessary to allow an out-of-state respiratory therapist with a current and active license, or those previously licensed pursuant to Chapter 466D, HRS, but who are no longer current and active, to practice in Hawai'i without a license; provided that they have never had their license revoked or suspended and are hired by a state or county agency or entity, or by a hospital, including related clinics and rehabilitation hospitals, nursing home, hospice, pharmacy, clinical laboratory, or other health care entity.

Section 466J-4, HRS, **licenses required**, section 466J-5, HRS, **radiographers, radiation therapists, and nuclear medicine technologists, qualifications and licenses**, section 11-44-3, HAR, **licenses required**, section 11-44-4, HAR, **application for license**, and section 11-44-5, HAR, **minimum eligibility requirements for license**, to the extent necessary to allow an out-of-state radiographer, radiation therapist, or nuclear medicine technologist, with a current and active registration or certification in good standing with the American Registry of Radiologic Technologists (ARRT) in radiography, radiation therapy technology, or nuclear medicine technology or with the Nuclear Medicine Technology Certification Board (NMTCB) in nuclear medicine technology; or those previously licensed pursuant to Chapter 466J, HRS, but who are no longer current and active, to practice in Hawai'i without a license; provided that they have never had their license revoked or suspended and are hired by a state or county agency or other health care entity that possesses a current and valid

radiation facility license. Facilities are required to submit to the Radiologic Technology Board the following information for individuals performing radiologic technology under this exemption: full name; ARRT, NMTCB or previous license number; and a photocopy of the current ARRT or NMTCB credential card or defunct license (if available).

Section 468E-3, HRS, **practice as speech pathologist or audiologist; title or description of services**, section 468E-4, HRS, **persons and practices not affected**, section 468E-8, HRS, **license**, section 16-100-12, HAR, **registration required**, and section 16-100-16, HAR, **general requirements**, to the extent necessary to allow an out-of-state speech pathologist or audiologist with a current and active license, or those previously licensed pursuant to Chapter 468E, HRS, but who are no longer current and active, to practice in Hawai'i without a license; provided that they have never had their license revoked or suspended and are hired by a state or county agency or entity, or by a hospital, including related clinics and rehabilitation hospitals, nursing home, hospice, pharmacy, clinical laboratory, or other health care entity.

Section 471-10, HRS, **refusal to grant and revocation or suspension of license**, to the extent necessary to enable veterinarians to engage in telehealth without a previously existing Veterinarian-Client-Patient-Relationship or physical examination of the patient.

Chapter 481I, HRS, **motor vehicle express warranty enforcement (lemon law)**, to the extent necessary such that, at the sole discretion of the Department of Commerce and Consumer Affairs, any arbitration hearing may be conducted by telephone or video conference without the parties, arbitrator, or department being physically present in the same location; any deadlines, including but not limited to, the lemon law rights period under section 481I-2, HRS, may be extended, waived, or suspended; and any hearing procedures, including but not limited to, submission of documents or service, may be done via telephone or email.

D. Division 3. Property; Family

Chapter 501, HRS, **land court registration**, and related court or administrative rules, to the extent necessary such that the Registrar of the Bureau of Conveyances, in his sole discretion and for the purpose of facilitating the recording functions of the Bureau of Conveyances, may suspend recording requirements calling for certified copies of court records, or any other recording requirements that cannot be satisfied under the current emergency conditions, including but not limited to recording requirements which may require close physical contact.

Chapter 502, HRS, **bureau of conveyances; recording**, and related court or administrative rules, to the extent necessary such that the Registrar of the Bureau of Conveyances, in his sole discretion and for the purpose of facilitating the recording functions of the Bureau of Conveyances, may suspend recording requirements calling for certified copies of court records, or any other recording requirements that cannot be satisfied under the current emergency conditions, including but not limited to recording requirements which may require close physical contact.

Section 572-6, HRS, **application; license; limitations**, to the extent necessary to suspend the requirement that persons applying for a marriage license shall appear personally before an agent authorized to grant marriage licenses. During the time that this emergency order is effective, persons applying for a marriage license may appear by synchronous, real-time, interactive audio and video telecommunications before an agent authorized to grant marriage licenses.

Chapter 576E, HRS, **administrative process for child support enforcement**, and related administrative rules, to the extent necessary such that, at the sole discretion of the Department of the Attorney General or the Child Support Enforcement Agency, the agency may sign an order temporarily suspending or modifying child support obligations without the need to commence administrative proceedings when all parties are in mutual agreement.

Section 11-219-7.5(e), HAR, **renewal of parking permits**, to the extent that the six-year recertification for special license plates shall be suspended if such recertification becomes due during the emergency period.

E. Division 4. Courts and Judicial Proceedings

Nothing suspended or invoked by this Proclamation.

F. Division 5. Crimes and Criminal Proceedings

Sections 706-669, 706-670, and 706-670.5, HRS, **disposition of convicted defendants**, to the extent that these sections and related administrative rules prescribe term limits for matters before the Hawaii Paroling Authority.

Chapter 712A, HRS, **forfeiture**, to the extent necessary to provide petitioners, owners, law enforcement agencies, prosecutor, or the Attorney General, relief from any statutory deadlines.

Chapter 846E, HRS, **registration of sex offenders and other covered offenders and public access to registration information**, to the extent necessary to suspend any requirement that a covered offender must come into close physical contact with an agency with jurisdiction, the attorney general, or chief of police, or their designees to satisfy any element of this section.

I FURTHER DECLARE that the disaster emergency relief period shall continue through May 31, 2020, unless terminated or extended by a separate proclamation, whichever shall occur first.

Done at the State Capitol, this
25th day of April, 2020.



DAVID Y. IGE,
Governor of Hawai'i

APPROVED:



Clare E. Connors
Attorney General
State of Hawai'i

EXHIBIT A
Restatement of Executive Order No. 20-05

EXHIBIT B
Federal Critical Infrastructure Sectors

EXHIBIT C
CDC Cloth Face Covering Recommendation

EXHIBIT D
Rules Relating to COVID-19 Travel Quarantine

EXHIBIT E
Rules Relating to Child Care Services Under Chapter 17-798.2,
Hawaii Administrative Rules

EXHIBIT F
Rules Relating to Notaries Public

EXECUTIVE ORDER NO. 20-05

By the authority vested in me by the Constitution and the laws of the State of Hawai'i, I, David Y. Ige, Governor of the State of Hawai'i, hereby order the following, effective on the date of this Executive Order to and including the date that the emergency ceases:

1. For the purposes of this Executive Order, the following terms are defined as set forth below:
 - a. "Health care facility" means any program, institution, place, building, or agency, or portion thereof, private or public, other than federal facilities or services, whether organized for profit or not, used, operated, or designed to provide medical diagnosis, treatment, nursing, rehabilitative, or preventive care to any person or persons. The term includes but is not limited to facilities licensed or certified by DOH pursuant to section 321-11(10), Hawaii Revised Statutes (HRS), and others providing similarly organized services regardless of nomenclature, and any state government-operated site providing health care services established for the purpose of responding to the COVID-19 outbreak.
 - b. "Health care professional" means physicians and surgeons and others licensed pursuant to chapter 453, podiatrists licensed pursuant to chapter 463E, dentists licensed pursuant to chapter 448, psychologists licensed pursuant to chapter 465, nurses licensed pursuant to chapter 457, veterinarians licensed pursuant to chapter 471, acupuncturists licensed pursuant to chapter 436E, massage therapists licensed pursuant to chapter 452, naturopathic physicians licensed pursuant to chapter 455, chiropractors licensed pursuant to chapter 442, occupational therapists licensed pursuant to chapter 457G, physical therapists licensed pursuant to chapter 461J, respiratory therapists licensed pursuant to chapter 466D, speech pathologists or audiologists licensed pursuant to chapter 468E, and pharmacists licensed pursuant to chapter 461 who (i)

are providing health care services at a health care facility in response to the COVID-19 outbreak and are authorized to do so; or (ii) are working under the direction of the Hawai'i Emergency Management Agency (HIEMA) or Hawai'i Department of Health (HDOH) pursuant to my Proclamation issued on March 4, 2020, Supplementary Proclamation issued on March 16, 2020, Second Supplementary Proclamation issued on March 21, 2020, Third Supplementary Proclamation issued on March 23, 2020, or any Executive Order or Supplementary Proclamations related to the COVID-19 outbreak (hereinafter collectively referred to as Emergency Proclamations).

- c. "Health care volunteer" means all volunteers or medical, nursing, social work, pharmacy, occupational, physical, or respiratory therapist students who do not have licensure who (i) are providing services, assistance, or support at a health care facility in response to the COVID-19 outbreak and are authorized to do so; or (ii) are working under the direction of HIEMA or HDOH pursuant to my Emergency Proclamations.
2. Pursuant to sections 127A-12(a)(5) and 663-1.5, HRS, I direct all health care facilities, health care professionals, and health care volunteers, as defined in section 1 of this Executive Order, to render assistance in support of the State's response to the disaster recognized by the Emergency Proclamations. For health care facilities, "rendering assistance" in support of the State's response includes cancelling or postponing elective surgeries and procedures as each facility determines to be appropriate under the circumstances presented by the COVID-19 emergency if elective surgeries or procedures are performed at the health care facility. In addition, for health care facilities, "rendering assistance" in support of the State's response must include measures such as increasing the number of beds, preserving personal protective equipment, or

taking necessary steps to prepare to treat patients with COVID-19. For health care professionals, “rendering assistance” in support of the State’s response means providing health care services at a health care facility in response to the COVID-19 outbreak, or working under the direction of HIEMA or HDOH pursuant to the Emergency Proclamations. For health care volunteers, “rendering assistance” in support of the State’s response means providing services, assistance, or support at a health care facility in response to the COVID-19 outbreak, or working under the direction of HIEMA or HDOH pursuant to the Emergency Proclamations.

3. Pursuant to sections 127A-9 and 127A-12(a)(5), HRS, I direct that during the pendency of the Emergency Proclamations, health care facilities, as defined in section 1 of this Executive Order, that in good faith comply completely with all state and federal orders regarding the disaster emergency, shall be immune from civil liability for any death or injury to persons, or property damage alleged to have been caused by any act or omission by the health care facility, which death of or injury to persons, or property damage occurred at a time when the health care facility was engaged in the course of rendering assistance to the State by providing health care services in response to the COVID-19 outbreak, unless it is established that such death or injury to persons, or property damage was caused by willful misconduct, gross negligence, or recklessness of the health care facility.
4. Pursuant to sections 127A-9 and 127A-12(a)(5), HRS, I direct that during the pendency of the Emergency Proclamations, health care professionals, as defined in section 1 of this Executive Order, who in good faith comply completely with all state and federal orders regarding the disaster emergency, shall be immune from civil liability for any death or injury to persons, or property damage alleged to have been caused by any act or omission by the health

care professional, which death of or injury to persons, or property damage occurred at a time when the health care professional was engaged in the course of rendering assistance to the State by providing health care services in response to the COVID-19 outbreak, unless it is established that such death or injury to persons, or property damage was caused by willful misconduct, gross negligence, or recklessness of the health care professional.

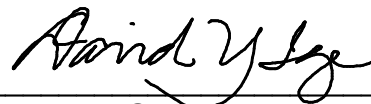
5. Pursuant to sections 127A-9 and 127A-12(a)(5), Hawaii Revised Statutes, I direct that during the pendency of the Emergency Proclamations, any health care volunteer, as defined in section 1 of this Executive Order, who in good faith comply completely with all state and federal orders regarding the disaster emergency, shall be immune from civil liability for any death of or injury to persons, or property damage alleged to have been caused by any act or omission by the health care volunteer at a time when the health care volunteer was engaged in the course of rendering assistance to the State by providing services, assistance, or support in response to the COVID-19 outbreak, unless it is established that such death of or injury to persons, or property damage was caused by the wilful misconduct, gross negligence, or recklessness of the health care volunteer.
6. Nothing in this Executive Order shall be construed to preempt or limit any applicable immunity from civil liability available to any health care facility, health care professional, or health care volunteer.
7. If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this

purpose, the provisions of this Executive order are declared to be severable.

This order is in accordance with and incorporates by reference my Proclamation issued on March 4, 2020; Supplementary Proclamation issued on March 16, 2020; Second Supplementary Proclamation issued on March 21, 2020, Third Supplementary Proclamation issued on March 23, 2020, Fourth Supplementary Proclamation issued on March 31, 2020, and Fifth Supplementary Proclamation issued on April 16, 2020.


The provisions of this order shall remain in effect for the emergency period, unless terminated by separate proclamation, whichever shall occur first.

Done at the State Capitol this
16th day of April, 2020



DAVID Y. IGE
Governor of Hawai'i

APPROVED:



CLARE E. CONNORS
*Attorney General
State of Hawai'i*



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DEFEND TODAY, SECURE TOMORROW

EXHIBIT B

Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response

Version 3.0 (April 17, 2020)

THE IMPORTANCE OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

Functioning critical infrastructure is imperative during the response to the COVID-19 emergency for both public health and safety as well as community well-being. Certain critical infrastructure industries have a special responsibility in these times to continue operations.

This advisory guidance and accompanying list are intended to support state, local, tribal, territorial and industry partners in identifying the critical infrastructure sectors and the essential workers needed to maintain the services and functions Americans depend on daily and that need to be able to operate resiliently during the COVID-19 pandemic response.

This document gives advisory guidance on defining essential critical infrastructure workers. Promoting the ability of such workers to continue to work during periods of community restriction, access management, social distancing, or closure orders/directives is crucial to community resilience and continuity of essential functions. The term “workers” as used in this guidance is intended to apply to both employees and contractors performing the described functions.

CISA will continually solicit and accept feedback on the list and will evolve the list in response to stakeholder feedback. We will also use our various stakeholder engagement mechanisms to work with partners on how they are using this list and share those lessons learned and best practices broadly. Feedback can be sent to CISA.CAT@CISA.DHS.GOV.

CONSIDERATIONS FOR GOVERNMENT AND BUSINESS

This list was developed in consultation with federal agency partners, industry experts, and State and local officials, and is based on several key principles:

1. Response efforts to the COVID-19 pandemic are locally executed, state managed, and federally supported.
2. Everyone should follow guidance from the Centers for Disease Control and Prevention (CDC), as well as state and local government officials, regarding strategies to limit disease spread.
3. Employers must comply with applicable Occupational Safety and Health Administration (OSHA) requirements for protecting critical infrastructure workers who remain on or return to the job during the COVID-19 pandemic. As the nation relies on these workers to protect public health, safety, and community well-being, they must be protected from exposure to and infection with the virus so that they can continue to carry out

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their responsibilities. OSHA has guidance and enforcement information for workplaces at www.osha.gov/coronavirus.

4. Businesses and government agencies may continue to implement organization-specific measures, which protect the workforce while meeting mission needs.
5. Workers should be encouraged to work remotely when possible and focus on core business activities. In-person, non-mandatory activities should be delayed until the resumption of normal operations.
6. When continuous remote work is not possible, businesses should enlist strategies to reduce the likelihood of spreading the disease. This includes, but is not limited to, physically separating staff, staggering work shift hours or days, and other social distancing measures. While the CDC recommends that everyone wear a cloth face cover to contain respiratory droplets when around others, critical infrastructure employers must consider how best to implement this public health recommendation for source control in the workplace. For example, employers may provide disposable facemasks (e.g., surgical masks) instead of cloth face coverings when workers would need to wear masks for extended periods of time (e.g., the duration of a work shift) or while performing tasks in which the face covering could become contaminated.
7. Consider the impact of workplace sick leave policies that may contribute to an employee decision to delay reporting medical symptoms. Sick employees should not return to the workplace until they meet the criteria to stop home isolation.
8. Critical infrastructure has an obligation to limit to the extent possible the reintegration of in-person workers who have experienced an exposure to COVID-19 but remain asymptomatic in ways that best protect the health of the worker, their co-workers, and the general public. An analysis of core job tasks and workforce availability at worksites can allow the employer to match core activities to other equally skilled and available in-person workers who have not experienced an exposure. CDC guidance on safety practices for critical infrastructure workers is maintained at <https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>
9. All organizations should implement their business continuity and pandemic plans or put plans in place if they do not exist. Delaying implementation is not advised and puts at risk the viability of the business and the health and safety of the workers.
10. Reliance on technology and just-in-time supply chains means that certain workers must be able to access certain sites, facilities, and assets to ensure continuity of functions. The vast majority of our economy relies on technology and therefore information technology (IT) and operational technology (OT) workers for critical infrastructure operations are essential. This includes workers in many roles, including workers focusing on management systems, control systems, and Supervisory Control and Data Acquisition (SCADA) systems, and data centers; cybersecurity engineering; and cybersecurity risk management.
11. Government workers, such as emergency managers, and the business community need to establish and maintain lines of communication.
12. Essential critical infrastructure workers need continued and unimpeded access to sites, facilities, and equipment within quarantine zones, containment areas, or other areas where access or movement is limited to perform functions for community relief and stability; for public safety, security and health; for maintaining essential supply chains and preserving local, regional, and national economic well-being.
13. Essential critical infrastructure workers need sustained access to designated quarantine, containment, or

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restricted areas; and should be exempted from curfews, shelter-in-place orders, and transportation restrictions or restrictions on movement.

14. Whenever possible, local governments should consider adopting specific state guidance on essential workers to reduce potential complications of workers crossing jurisdictional boundaries. When this is not possible, local jurisdictions should consider aligning access and movement control policies with neighboring jurisdictions to reduce the burden of cross-jurisdictional movement of essential critical infrastructure workers.

IDENTIFYING ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

The following list of identified essential critical infrastructure workers is intended to be overly inclusive reflecting the diversity of industries across the United States.



HEALTHCARE / PUBLIC HEALTH

- Workers, including laboratory personnel, that perform critical clinical, biomedical and other research, development, and testing needed for COVID-19 or other diseases.
- Healthcare providers including, but not limited to, physicians; dentists; psychologists; mid-level practitioners; nurses; assistants and aids; infection control and quality assurance personnel; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists.
- Workers required for effective clinical, command, infrastructure, support service, administrative, security, and intelligence operations across the direct patient care and full healthcare and public health spectrum. Personnel examples may include, but are not limited, to accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians, respiratory therapists, etc.
 - Emergency medical services workers.
 - Prehospital workers included but not limited to urgent care workers.
 - Inpatient & hospital workers (e.g. hospitals, critical access hospitals, long-term acute care

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- hospitals, long-term care facilities, inpatient hospice, ambulatory surgical centers, etc.).
- Outpatient care workers (e.g. end-stage-renal disease, Federally Qualified Health Centers, Rural Health Clinics, community mental health clinics, organ transplant/procurement centers, and other ambulatory care settings/providers, comprehensive outpatient rehabilitation facilities, etc.).
- Home care workers (e.g. home health care, at-home hospice, home dialysis, home infusion, etc.).
- Workers at Long-term care facilities, residential and community-based providers (e.g. Programs of All-Inclusive Care for the Elderly (PACE), Intermediate Care Facilities for Individuals with Intellectual Disabilities, Psychiatric Residential Treatment Facilities, Religious Nonmedical Health Care Institutions, etc.).
- Workplace safety workers (i.e., workers who anticipate, recognize, evaluate, and control workplace conditions that may cause workers' illness or injury).
- Workers needed to support transportation to and from healthcare facility and provider appointments.
- Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
- Workers that manage health plans, billing, and health information and who cannot work remotely.
- Workers performing cybersecurity functions at healthcare and public health facilities and who cannot work remotely.
- Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions, who cannot practically work remotely.
- Childcare, eldercare, and other service providers for essential healthcare personnel.
- Vendors and suppliers (e.g. imaging, pharmacy, oxygen services, durable medical equipment, etc.).
- Workers at manufacturers (including biotechnology companies and those companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, distributors of medical products and equipment (including third party logistics providers, and those who test and repair), personal protective equipment (PPE), isolation barriers, medical gases, pharmaceuticals (including materials used in radioactive drugs), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies (including dispensers), sanitary goods, personal care products, pest control products, and tissue and paper towel products.
- Donors of blood, bone marrow, blood stem cell, or plasma, and the workers of the organizations that operate and manage related activities.
- Pharmacy staff, including workers necessary to maintain uninterrupted prescription, and other workers for pharmacy operations.
- Workers in retail facilities specializing in medical good and supplies.
- Public health and environmental health workers, such as:
 - Workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, engineered work practices, and developing guidance and protocols for appropriate PPE to prevent COVID-19 disease transmission.
 - Public health/ community health workers (including call center workers) who conduct community-based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information, who cannot work remotely.
- Human services providers, especially for at risk populations such as:
 - Home delivered meal providers for older adults, people with disabilities, and others with chronic

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- health conditions.
 - Home-maker services for frail, homebound, older adults.
 - Personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
 - Home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
- Government entities, and contractors that work in support of local, state, and federal public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care, supporting emergency management, or other services necessary for supporting the COVID-19 response.
- Mortuary service providers, such as:
 - Workers performing mortuary funeral, cremation, burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers, and coffin makers.
 - Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental and behavioral health services to the family members, responders, and survivors of an incident.

LAW ENFORCEMENT, PUBLIC SAFETY, AND OTHER FIRST RESPONDERS

- Public, private, and voluntary personnel (front-line and management, civilian and sworn) in emergency management, law enforcement, fire and rescue services, emergency medical services (EMS), and security, public and private hazardous material responders, air medical service providers (pilots and supporting technicians), corrections, and search and rescue personnel.
- Personnel involved in provisioning of access to emergency services, including the provisioning of real-time text, text-to-911, and dialing 911 via relay.
- Personnel that are involved in the emergency alert system (EAS) ((broadcasters, satellite radio and television, cable, and wireline video) and wireless emergency alerts (WEA).
- Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
- Workers at emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, and 911 call centers.
- Fusion Center workers.
- Workers, including contracted vendors, who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and response operations (to include electronic security and life safety security personnel).
- Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.
- Workers supporting the manufacturing, distribution, and maintenance of necessary safety equipment and uniforms for law enforcement and all public safety personnel.

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- Workers supporting the operation of firearm, or ammunition product manufacturers, retailers, importers, distributors, and shooting ranges.
- Public agency workers responding to abuse and neglect of children, spouses, elders, and dependent adults.
- Workers who support weather disaster and natural hazard mitigation and prevention activities.
- Security staff to maintain building access control and physical security measures.

FOOD AND AGRICULTURE

- Workers supporting groceries, pharmacies, convenience stores, and other retail (including unattended and vending) that sells human food, animal and pet food and pet supply, and beverage products, including retail customer support service and information technology support staff necessary for online orders, pickup, and delivery.
- Restaurant carry-out and quick serve food operations, including dark kitchen and food prep centers, carry-out, and delivery food workers.
- Food manufacturer workers and their supplier workers including those employed at food ingredient production and processing facilities; aquaculture and seafood harvesting facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging.
- Farmers, farm and ranch workers, and agribusiness support services to include those employed in auction and sales; grain and oilseed handling, storage, processing, and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; and truck delivery and transport.
- Farmers, farm and ranch workers, and support service and supplier workers producing food supply domestically and for export, to include those engaged in raising, cultivating, harvesting, packing, storing, or delivering to storage or to market or to a carrier for transportation to market any agricultural or horticultural commodity for human consumption; agricultural inspection; fuel ethanol facilities; biodiesel and renewable diesel facilities; storage facilities; and other agricultural inputs.
- Workers and firms supporting the distribution of food, feed, and beverage and ingredients used in these products, including warehouse workers, vendor-managed inventory controllers, and blockchain managers.
- Workers supporting the sanitation and pest control of all food manufacturing processes and operations from wholesale to retail.
- Workers supporting the growth and distribution of plants and associated products for home gardens.
- Workers in cafeterias used to feed workers, particularly worker populations sheltered against COVID-19.
- Workers in animal diagnostic and food testing laboratories.
- Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.
- Workers of companies engaged in the production, storage, transport, and distribution of chemicals, medicines, vaccines, and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
- Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising, caring for and management of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.

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- Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and materials, animal vaccines, animal drugs, feed ingredients, feed and bedding, live animals, animal by-products, and deceased animals for disposal.
- Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products, as well as manufacture and distribution of products using agricultural commodities.
- Workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for agricultural production and distribution.

ENERGY

- Workers supporting the energy sector, regardless of the energy source (including, but not limited to, nuclear, fossil, hydroelectric, or renewable), segment of the system, or infrastructure the worker is involved in, who are needed to construct, manufacture, repair, transport, permit, monitor, operate engineer, and maintain the reliability, safety, security, environmental health, and physical and cyber security of the energy system, including those who support construction, manufacturing, transportation, permitting, and logistics.
- Workers and contractors supporting energy facilities that provide steam, hot water or chilled water from central power plants to connected customers.
- Workers conducting energy/commodity trading/scheduling/marketing functions who can't perform their duties remotely.
- Workers supporting the energy sector through renewable energy infrastructure (including, but not limited to, wind, solar, biomass, hydrogen, ocean, geothermal, and hydroelectric) and microgrids, including those supporting construction, manufacturing, transportation, permitting, operation and maintenance, monitoring, and logistics.
- Workers and security staff involved in nuclear re-fueling operations.
- Workers providing services related to energy sector fuels (including, but not limited to, petroleum (crude oil), natural gas, propane, liquefied natural gas (LNG), compressed natural gas (CNG), natural gas liquids (NGL), other liquid fuels, nuclear, and coal) and supporting the mining, processing, manufacturing, construction, logistics, transportation, permitting, operation, maintenance, security, waste disposal, storage, and monitoring of support for resources.
- Workers providing environmental remediation and monitoring, limited to immediate critical needs technicians.
- Workers involved in the manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sector segments.

Electricity Industry

- Workers who maintain, ensure, restore, or who are involved in the development, transportation, fuel procurement, expansion, or operation of, the generation, transmission, and distribution of electric power, including call centers, utility workers, engineers, retail electricity, construction, maintenance, utility telecommunications, relaying, and fleet maintenance technicians who cannot perform their duties remotely.
- Workers at coal mines, production facilities, and those involved in manufacturing, transportation,

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permitting, operation, maintenance, and monitoring at coal sites.

- Workers who produce, process, ship, and handle coal used for power generation and manufacturing.
- Workers in the electricity industry including but not limited to those supporting safety, construction, manufacturing, transportation, permitting, operation/maintenance, engineering, physical and cyber security, monitoring, and logistics
- Workers needed for safe and secure operations at nuclear generation including, but not limited to, those critical to the broader nuclear supply chain, the manufacture and delivery of parts needed to maintain nuclear equipment, the operations of fuel manufacturers, and the production and processing of fuel components used in the manufacturing of fuel.
- Workers at fossil fuel (including but not limited to natural gas, refined, distillate, and/or coal), nuclear, and renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, geothermal, and hydroelectric), and microgrids, including those supporting safety, construction, manufacturing, transportation, permitting, operation, maintenance, monitoring, and logistics.
- Workers at generation, transmission, and electric black start facilities.
- Workers at Reliability Coordinator, Balancing Authority, local distribution control centers, and primary and backup Control Centers, including, but not limited to, independent system operators, regional transmission organizations, and local distribution control centers.
- Workers that are mutual assistance/aid personnel, which may include workers from outside of the state or local jurisdiction.
- Vegetation management and traffic control for supporting those crews.
- Instrumentation, protection, and control technicians.
- Essential support personnel for electricity operations.
- Generator set support workers, such as diesel engineers used in power generation, including those providing fuel.

Petroleum Industry

- Workers who support onshore and offshore petroleum drilling operations; platform and drilling construction and maintenance; transportation (including helicopter operations), maritime transportation, supply, and dredging operations; maritime navigation; well stimulation, intervention, monitoring, automation and control, extraction, production; processing; waste disposal, and maintenance, construction, and operations.
- Workers in the petroleum industry including but not limited to those supporting safety, construction, manufacturing, transportation, permitting, operation/maintenance, engineering, physical and cyber security, monitoring, and logistics.
- Workers for crude oil, petroleum, and petroleum product storage and transportation, including pipeline, marine transport, terminals, rail transport, storage facilities, racks, and road transport for use as end-use fuels such as gasoline, diesel fuel, jet fuel, and heating fuels or feedstocks for chemical manufacturing.
- Petroleum and petroleum product security operations center workers and workers who support maintenance and emergency response services.
- Petroleum and petroleum product operations control rooms, centers, and refinery facilities.
- Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.
- Manufacturing and distribution of equipment, supplies, and parts necessary for production, maintenance, restoration, and service of petroleum and petroleum product operations and use, including end-users.

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- Transmission and distribution pipeline workers, including but not limited to pump stations and any other required, operations maintenance, construction, and support for petroleum products.

Natural Gas, Natural Gas Liquids (NGL), Propane, and Other Liquid Fuels

- Workers who support onshore and offshore drilling operations, platform and drilling construction and maintenance; transportation (including helicopter operations); maritime transportation, supply, and dredging operations; maritime navigation; natural gas and natural gas liquid production, processing, extraction, storage and transportation; well intervention, monitoring, automation and control; waste disposal, and maintenance, construction, and operations.
- Workers in the natural gas, NGL, propane, and other liquid fuels industries including but not limited to those supporting safety, construction, manufacturing, transportation, permitting, operation/maintenance, engineering, physical and cyber security, monitoring, and logistics.
- Transmission and distribution pipeline workers, including compressor stations and any other required operations maintenance, construction, and support for natural gas, natural gas liquid, propane, and other liquid fuels.
- Workers at Liquefied Natural Gas (LNG) and Compressed Natural Gas (CNG) facilities.
- Workers at natural gas, propane, natural gas liquids, liquified natural gas, liquid fuel storage facilities, underground facilities, and processing plants and other related facilities, including construction, maintenance, and support operations personnel.
- Natural gas processing plants workers and those who deal with natural gas liquids.
- Workers who staff natural gas, propane, natural gas liquids, and other liquid fuel security operations centers, operations dispatch and control rooms and centers, and emergency response and customer emergencies (including leak calls) operations.
- Workers supporting drilling, production, processing, refining, and transporting natural gas, propane, natural gas liquids, and other liquid fuels for use as end-use fuels, feedstocks for chemical manufacturing, or use in electricity generation.
- Workers supporting propane gas service maintenance and restoration, including call centers.
- Workers supporting propane, natural gas liquids, and other liquid fuel distribution centers.
- Workers supporting propane gas storage, transmission, and distribution centers.
- Workers supporting new and existing construction projects, including, but not limited to, pipeline construction.
- Workers supporting ethanol and biofuel production, refining, and distribution.
- Workers in fuel sectors (including, but not limited to nuclear, coal, and gas types and liquid fuels) supporting the mining, manufacturing, logistics, transportation, permitting, operation, maintenance, and monitoring of support for resources.
- Workers ensuring, monitoring, and engaging in the physical security of assets and locations associated with natural gas, propane, natural gas liquids, and other liquid fuels.
- Workers involved in the manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service of natural gas, propane, natural gas liquids, and other liquid fuels operations and use, including end-users.

WATER AND WASTEWATER

Workers needed to operate and maintain drinking water and wastewater and drainage infrastructure, including:

- Operational staff at water authorities.

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- Operational staff at community water systems.
- Operational staff at wastewater treatment facilities.
- Workers repairing water and wastewater conveyances and performing required sampling or monitoring, including field staff.
- Operational staff for water distribution and testing.
- Operational staff at wastewater collection facilities.
- Operational staff and technical support for SCADA Control systems.
- Chemical equipment and personal protection suppliers to water and wastewater system.
- Workers who maintain digital systems infrastructure supporting water and wastewater operations.

TRANSPORTATION AND LOGISTICS

- Workers supporting or enabling transportation and logistics functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, driver training and education centers, Department of Motor Vehicle (DMV) workers, enrollment agents for federal transportation worker vetting programs, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that construct, maintain, rehabilitate, and inspect infrastructure, including those that require cross-jurisdiction travel.).
- Workers supporting the distribution of food, fuels, pharmaceuticals and medical material (including materials used in radioactive drugs), and chemicals needed for water or water treatment and energy maintenance.
- Workers supporting operation of essential highway infrastructure, including roads, bridges, and tunnels (e.g., traffic operations centers and moveable bridge operators).
- Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use, including cold- and frozen-chain logistics for food and critical biologic products.
- Mass transit workers providing critical transit services and performing critical or routine maintenance to mass transit infrastructure or equipment.
- Workers supporting personal and commercial transportation services including taxis, delivery services, vehicle rental services, bicycle maintenance and car-sharing services, and transportation network providers.
- Workers, including police, responsible for operating and dispatching passenger, commuter, and freight trains and maintaining rail infrastructure and equipment.
- Maritime transportation workers, including port authority and commercial facility personnel, dredgers, port workers, security personnel, mariners, ship crewmembers, ship pilots, tugboat operators, equipment operators (to include maintenance and repair, and maritime-specific medical providers), ship supply workers, chandlers, and repair company workers. Refer to the United States Coast Guard's Marine Safety Information Bulletin "Maintaining Maritime Commerce and Identification of Essential Maritime Critical Infrastructure Workers" for more information.
- Workers, including truck drivers, railroad employees, maintenance crews, and cleaners, supporting transportation of chemicals, hazardous, medical, and waste materials that support critical infrastructure, capabilities, functions, and services, including specialized carriers, crane and rigging industry workers.
- Bus drivers and workers who provide or support intercity, commuter, and charter bus service in support of other essential services or functions.

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- Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities (including those who repair and maintain electric vehicle charging stations).
- Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors.
- Manufacturers and distributors (to include service centers and related operations) of lighting and communication systems, specialized signage and structural systems, emergency response equipment and support materials, printers, printed materials, packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations, and other critical infrastructure needs.
- Postal Service, parcel, courier, last-mile delivery, and shipping and related workers, to include private companies, who accept, process, transport, and deliver information and goods.
- Workers who supply equipment and materials for maintenance of transportation equipment.
- Workers who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers.
- Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
- Workers supporting transportation via inland waterways, such as barge crew, dredging crew, and river port workers for essential goods.
- Workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations to facilitate continuity of travel-related operations for essential workers.
- Warehouse operators, including vendors and support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff), e-commerce or online commerce, and customer service for essential functions.

PUBLIC WORKS AND INFRASTRUCTURE SUPPORT SERVICES

- Workers who support the construction, maintenance, or rehabilitation of critical infrastructure.
- Workers supporting construction materials production, testing laboratories, material delivery services, and construction inspection.
- Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues.
- Workers such as plumbers, electricians, exterminators, builders (including building and insulation), contractors, HVAC Technicians, landscapers, and other service providers who provide services, including temporary construction, that are necessary to maintaining the safety, sanitation, and essential operation

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of residences, businesses and buildings, such as hospitals and senior living facilities.

- Workers personnel, who support operations that ensure, the availability of and access to needed facilities, transportation, energy, and communications through activities such as road and line clearing.
- Workers who support the effective removal, storage, and disposal of residential, industrial, and commercial solid waste and hazardous waste, including at landfill operations.
- Workers who support the operation, inspection, and maintenance of essential dams, locks, and levees.
- Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.

COMMUNICATIONS AND INFORMATION TECHNOLOGY

Communications

- Maintenance of communications infrastructure, -- including privately owned and maintained communication systems, -- supported by technicians, operators, call centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Points of Presence, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
- Government and private sector workers, including government contractors, with work related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities.
- Government and private sector workers, including government contractors, supporting Department of Defense internet and communications facilities.
- Network Operations staff, engineers, and technicians to include IT managers and staff, HVAC and electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities.
- Workers responsible for infrastructure construction and restoration, including but not limited to engineers, technicians, and contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes permitting, construction of new facilities, and deployment of new technology as required to address congestion or customer usage due to unprecedented use of remote services.
- Installation, maintenance, and repair technicians that establish, support, or repair service as needed.
- Central office personnel to maintain and operate central office, data centers, and other network office facilities, including critical support personnel assisting front line workers.
- Customer service and support staff, including managed and professional services, as well as remote providers of support to transitioning workers to set up and maintain home offices, who interface with customers to manage or support service environments and security issues including payroll, billing, fraud, logistics, and troubleshooting.
- Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
- Dispatchers involved with service repair and restoration.
- Retail customer service personnel at critical service center locations to address customer needs, including new customer processing, distributing and repairing equipment, and addressing customer issues, in order to support individuals' remote emergency communications needs

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- Supply chain and logistics personnel to ensure goods and products are available to provision these front-line workers.
- External Affairs personnel to assist in coordinating with local, state, and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.
- Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Information Technology

- Workers who support command centers, including, but not limited to, Network Operations Command Centers, Broadcast Operations Control Centers, and Security Operations Command Centers.
- Data center operators, including system administrators, HVAC and electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators for all industries, including financial services.
- Workers who support client service centers, field engineers, and other technicians and workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), HVAC and electrical equipment for critical infrastructure, and test labs and certification agencies that qualify such equipment (to include microelectronics, optoelectronics, and semiconductors) for critical infrastructure, including data centers.
- Workers needed to preempt and respond to cyber incidents involving critical infrastructure, including medical facilities; state, local, tribal, and territorial (SLTT) governments and federal facilities; energy and utilities; banks and financial institutions; securities and other exchanges; other entities that support the functioning of capital markets, public works, critical manufacturing, food, and agricultural production; transportation; and other critical infrastructure categories and personnel, in addition to all cyber defense workers who can't perform their duties remotely.
- Suppliers, designers, transporters, and other workers supporting the manufacture, distribution, provision, and construction of essential global, national, and local infrastructure for computing services (including cloud computing services and telework capabilities), business infrastructure, financial transactions and services, web-based services, and critical manufacturing.
- Workers supporting communications systems, information technology, and work from home solutions used by law enforcement, public safety, medical, energy, public works, critical manufacturing, food and agricultural production, financial services, education, and other critical industries and businesses.
- Workers required in person to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

OTHER COMMUNITY- OR GOVERNMENT-BASED OPERATIONS AND ESSENTIAL FUNCTIONS

- Workers to ensure continuity of building functions, including but not limited to security and environmental controls (e.g., HVAC), the manufacturing and distribution of the products required for these functions, and the permits and inspections for construction supporting essential infrastructure.

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- Elections personnel to include both public and private sector elections support.
- Workers supporting the operations of the judicial system, including judges, lawyers, and others providing legal assistance.
- Workers who support administration and delivery of unemployment insurance programs, income maintenance, employment service, disaster assistance, workers' compensation insurance and benefits programs, and pandemic assistance.
- Federal, State, and Local, Tribal, and Territorial government workers who support Mission Essential Functions and communications networks.
- Trade Officials (FTA negotiators; international data flow administrators).
- Workers who support radio, print, internet and television news and media services, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
- Workers supporting Census 2020.
- Weather forecasters.
- Clergy for essential support.
- Workers who maintain digital systems infrastructure supporting other critical government operations.
- Workers who support necessary permitting, credentialing, vetting, and licensing for essential critical infrastructure workers and their operations.
- Customs and immigration workers who are critical to facilitating trade in support of the national emergency response supply chain.
- Educators supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other essential functions.
- Workers at testing centers for emergency medical services and other healthcare workers.
- Staff at government offices who perform title search, notary, and recording services in support of mortgage and real estate services and transactions.
- Residential and commercial real estate services, including settlement services.
- Workers supporting essential maintenance, manufacturing, design, operation, inspection, security, and construction for essential products, services, supply chain, and COVID-19 relief efforts.
- Workers performing services to animals in human care, including zoos and aquariums.

CRITICAL MANUFACTURING

- Workers necessary for the manufacturing of metals (including steel and aluminum), industrial minerals, semiconductors, materials and products needed for medical supply chains and for supply chains associated with transportation, aerospace, energy, communications, information technology, food and agriculture, chemical manufacturing, nuclear facilities, wood products, commodities used as fuel for power generation facilities, the operation of dams, water and wastewater treatment, processing and reprocessing of solid waste, emergency services, and the defense industrial base. Additionally, workers needed to maintain the continuity of these manufacturing functions and associated supply chains, and workers necessary to maintain a manufacturing operation in warm standby.
- Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and PPE.
- Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other

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infrastructure necessary for mining production and distribution.

- Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce, including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers.
- Workers manufacturing or providing parts and equipment that enable the maintenance and continued operation of essential businesses and facilities.

HAZARDOUS MATERIALS

- Workers who manage hazardous materials associated with any other essential activity, including but not limited to healthcare waste (medical, pharmaceuticals, medical material production, and testing operations from laboratories processing and testing kits) and energy (including nuclear facilities).
- Workers who support hazardous materials response and cleanup.
- Workers who maintain digital systems infrastructure supporting hazardous materials management operations.

FINANCIAL SERVICES

- Workers who are needed to provide, process, and maintain systems for processing, verification, and recording of financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; consumer and commercial lending; public accounting; and capital markets activities.
- Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
- Workers who are needed to provide business, commercial, and consumer access to bank and non-bank financial services and lending services, including ATMs, lending and money transmission, lockbox banking, and to move currency, checks, securities, and payments (e.g., armored cash carriers).
- Workers who support financial operations and those staffing call centers, such as those staffing data and security operations centers, managing physical security, or providing accounting services.
- Workers supporting production and distribution of debit and credit cards.
- Workers providing electronic point of sale support personnel for essential businesses and workers.

CHEMICAL

- Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, laboratories, distribution facilities, and workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, paintings and coatings, textiles, building materials, plumbing, electrical, and paper products.
- Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items.
- Workers supporting the production of protective cleaning and medical solutions, PPE, chemical consumer and institutional products, disinfectants, fragrances, and packaging that prevents the contamination of food, water, medicine, among others essential products.

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- Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections.
- Workers (including those in glass container manufacturing) who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products.

DEFENSE INDUSTRIAL BASE

- Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
- Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD) and the Department of Energy (DoE) (on nuclear matters), as well as personnel at government-owned/contractor operated facilities, and who provide materials and services to the DoD and DoE (on nuclear matters), including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), and space systems and other activities in support of our military, intelligence, and space forces.

COMMERCIAL FACILITIES

- Workers who support the supply chain of building materials from production through application and installation, including cabinetry, fixtures, doors, cement, hardware, plumbing (including parts and services), electrical, heating and cooling, refrigeration, appliances, paint and coatings, and workers who provide services that enable repair materials and equipment for essential functions.
- Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions, that accept, store, and process goods, and that facilitate their transportation and delivery.
- Workers in hardware and building materials stores necessary to provide access to essential supplies, consumer electronics, technology and appliances retail, and related merchant wholesalers and distributors.
- Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.
- Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
- Management and staff at hotels and other temporary lodging facilities that provide for COVID-19 mitigation, containment, and treatment measures or provide accommodations for essential workers.

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RESIDENTIAL/SHELTER FACILITIES AND SERVICES

- Workers providing dependent care services, particularly those whose services ensure essential workers can continue to work.
- Workers who support food, shelter, and social services, and other necessities of life for needy groups and individuals, including in-need populations and COVID-19 responders including travelling medical staff.
- Workers in animal shelters.
- Workers responsible for the leasing of residential properties to provide individuals and families with ready access to available housing.
- Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
- Workers performing housing and commercial construction related activities, including those supporting government functions related to the building and development process, such as inspections, permitting, and plan review services that can be modified to protect the public health, but fundamentally should continue and enable the continuity of the construction industry (e.g., allow qualified private third-party inspections in case of federal government shutdown).
- Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
- Workers responsible for the movement of household goods.

HYGIENE PRODUCTS AND SERVICES

- Workers who produce hygiene products.
- Workers in laundromats, laundry services, and dry cleaners.
- Workers providing personal and household goods, repair, and maintenance.
- Workers providing disinfection services for all essential facilities and modes of transportation and who support the sanitation of all food manufacturing processes and operations from wholesale to retail.
- Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
- Support required for continuity of services, including commercial disinfectant services, janitorial and cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line workers.
- Workers supporting the production of home cleaning, pest control, and other essential products necessary to clean, disinfect, sanitize, and ensure the cleanliness of residential homes, shelters, and commercial facilities.
- Workers supporting agriculture irrigation infrastructure.
- Workers supporting the production of home cleaning and pest control products.

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Use of Cloth Face Coverings to Help Slow the Spread of COVID-19

EXHIBIT C

How to Wear Cloth Face Coverings

Cloth face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape

CDC on Homemade Cloth Face Coverings

CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), **especially** in areas of significant community-based transmission.

CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others. Cloth face coverings fashioned from household items or made at home from common materials at low cost can be used as an additional, voluntary public health measure.

Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cloth face covering without assistance.

The cloth face coverings recommended are not surgical masks or N-95 respirators. Those are critical supplies that must continue to be reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance.

Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?

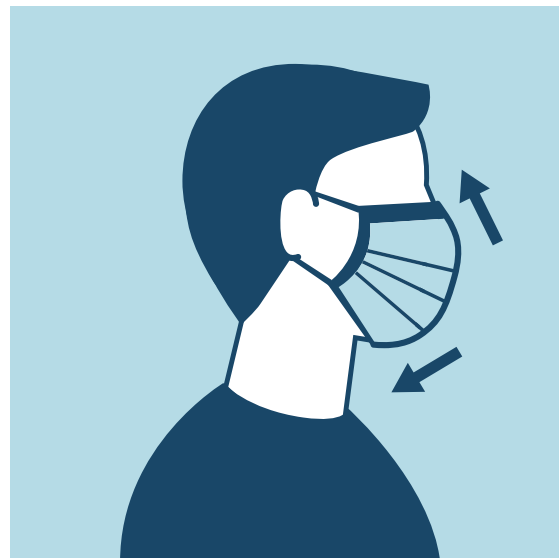
Yes. They should be routinely washed depending on the frequency of use.

How does one safely sterilize/clean a cloth face covering?

A washing machine should suffice in properly washing a cloth face covering.

How does one safely remove a used cloth face covering?

Individuals should be careful not to touch their eyes, nose, and mouth when removing their cloth face covering and wash hands immediately after removing.



cdc.gov/coronavirus

Rules Relating to COVID-19 Travel Quarantine

- §1 Purpose and authority
- §2 Mandatory Quarantine
- §3 Costs to be Paid by Quarantined Person
- §4 Criminal Penalties

§1 Purpose and Authority. These rules are adopted pursuant to sections 127A-12, 13, 25, 29, and 31, Hawaii Revised Statutes, to respond to the COVID-19 emergency declared by the Governor and have the force and effect of law.

§2 Mandatory Quarantine. All persons entering the State shall be subject to mandatory self-quarantine, except those persons performing emergency response or critical infrastructure functions who have been exempted by the Director of Emergency Management. The period of self-quarantine begins from the time of entry into the State and lasts 14 days or the duration of the person's presence in the State, whichever is shorter. Any person subject to such quarantine violates this section if the person intentionally or knowingly:

(a) fails to enter or remain within the confines of the quarantine location designated by the person to the Director of Emergency Management or the Director's authorized representative for the period of self-quarantine; or

(b) fails to obey the orders of the Director of Emergency Management or the Director's authorized representative.

§3 Costs to be Paid by Quarantined Person. Any person under the mandatory self-quarantine prescribed by these rules shall be responsible for all costs associated with that person's quarantine, including transport, lodging, food, medical care, and any other expenses to sustain the person during the self-quarantine period.

§4 Criminal Penalties. (a) Any person violating any of these rules shall be guilty of a misdemeanor and upon conviction, the person shall be fined not more than \$5,000, or imprisoned not more than one year, or both.

(b) Penalties prescribed by these rules are in addition to any other lawful penalties established by law.

Rules Relating to Child Care Services Under
Chapter 17-798.2, Hawaii Administrative Rules

- §1 Purpose and authority
- §2 Eligibility requirements
- §3 Method of computing child care payment
- §4 Mandatory Reporting

§1 Purpose and authority. These rules are adopted pursuant to sections 127A-12, 13, 25, 29, and 31, Hawaii Revised Statutes, to respond to the COVID-19 emergency declared by the Governor. The following amendments are necessary to enable the Department of Human Services to assist families who need child care services due to impacts of the COVID-19 pandemic emergency. These rules have the force and effect of law.

§2 Eligibility requirements. Section 17-798.2-9, Hawaii Administrative Rules, is amended to read as follows:

"§17-798.2-9 Eligibility requirements. (a) Depending upon availability of funds, all children eligible for child care assistance shall reside with the eligible caretaker and meet the following requirements:

- (1) Be under age thirteen years;
 - (2) Be thirteen through seventeen years of age with a physical or mental incapacity that prevents the child from doing self-care; or
 - (3) Receive child protective services, and the need for child care is specified in the family unit's case plan as ordered by the court.
- (b) A caretaker shall be eligible for child care, provided the caretaker:
- (1) Has a monthly gross income verified through documentation that does not exceed eighty-five percent of the State Median Income for a family of the same size except for:
 - (A) Individuals who are licensed by the department or organizations under the authority of the department, as foster parents; [or]
 - (B) Family units receiving child protective services; [~~and~~] or
 - (C) Family units impacted by any federal-, state-, or county-declared emergency proclamation related to a man-made or

natural disaster, or public health
pandemic situation;

- (2) Meets one of the following conditions:
- (A) Is engaged in employment in exchange for wages or salary;
 - (B) Has a written offer of employment that is scheduled to start within two weeks;
 - (C) Needs child care for up to thirty calendar days during a break in employment, if employment is scheduled to resume within thirty days;
 - (D) Needs up to thirty consecutive days in a twelve-month period for the caretaker with or without a work history to job search, when there is no one to care for the child, not to exceed the maximum child care rates as provided under section 17-798.2-12;
 - (E) Is enrolled in and attends an educational program or job training, vocational, or employment training. This includes the break time between classes for the day;
 - (F) Is participating in the FTW program or a treatment program as required by section 17-656.1-10, except for a participant in the Food Stamp Employment and Training program, and the FTW participant is involved in the required activities written in the FTW employment or individualized service plan;
 - (G) Is receiving child protective services and the need for child care is specified in the family unit's case plan as ordered by the court;
 - (H) Is in a two-parent family unit where one of the caretakers is in an approved activity and the other caretaker is determined to have a disability which prevents the caretaker from providing care for their own child. Proof of disability and inability to provide care of the caretaker's own eligible child shall be verified by the written report of a State-licensed physician, psychologist, or psychiatrist. In the

case of a temporary disability, the written report shall be submitted every six months;

- (I) Is a caretaker participating in an approved activity and has a temporary disability that prevents him or her from engaging in that activity and providing care for his or her own child until the activity can be resumed. Proof of the temporary disability condition and duration, and inability to care for the caretaker's own child shall be verified by the written report of a State-licensed physician, psychologist, or psychiatrist. The written report shall be reviewed every thirty days;
 - (J) Is a caretaker whose child is approved for participation in the Preschool Open Doors program; [~~or~~]
 - (K) Is a caretaker under the age eighteen years who meets any eligibility condition cited in section 17-798.2-9(b)(2)(A) through (J), retains custody of his or her own child, and does not reside in the same household with his or her adult caretaker[~~-~~]; or
 - (L) Is a caretaker impacted by any federal-, state-, or county-declared emergency proclamation related to a man-made or natural disaster, or public health pandemic situation and who needs child care to search for employment or prepare for resuming employment; and
- (3) Shall establish a reasonable relationship between the time during which the caretaker participates in an activity and the time during which child care is needed.
- (c) Child care providers and caregivers:
- (1) Shall meet the following conditions in order that child care payments may be authorized:
 - (A) Be eighteen years old or older;
 - (B) Afford caretakers unlimited access to their children, including written records concerning their children, during normal hours of provider operation and whenever the children are in the care of the provider;

- (C) Be a department regulated or license-exempt child care provider, including in-home care providers. License-exempt providers shall be listed with the department and shall submit a written statement to the department that shall attest to their:
 - (i) Willingness to provide care;
 - (ii) Rate that will be charged;
 - (iii) Assurance that the provider premises are safe from hazards in accord with subparagraphs (G) and (H); and
 - (iv) Address and telephone number;
 - (D) Have no known history of child abuse or neglect, physical, psychological or psychiatric problems, or criminal convictions that may adversely affect or interfere with the care of children;
 - (E) Provide consent, on forms supplied by the department, to conduct a background check. The background check shall be conducted in accord with sections 17-891.1-3, 17-892.1-3, 17-895-3, or 17-896-3; Provide consent, on forms supplied by the department, to conduct an additional fingerprint check through the Federal Bureau of Investigations (FBI), except for the child's grandparents, great-grandparents, siblings living in a separate residence and who are at least eighteen years old, and aunts or uncles;
 - (F) Be free of tuberculosis as indicated by a skin test or chest x-ray completed within the last twenty-four months of child care; and
 - (G) Have a child care facility or home with an installed smoke detector, unobstructed emergency exits, and an emergency exit plan.
- (2) Shall not be one of the following:
- (A) Parents, biological or legal;
 - (B) Step-parents living in the household;
 - (C) Guardians, or members of the family unit that receives government financial assistance payments, including essential persons;
 - (D) Providers who are not in compliance with State or county regulatory requirements;

- (E) Individuals under the age of eighteen years;
 - (F) Other individuals determined by the department to pose a risk to the health and safety of the child;
 - (G) A sibling of the child needing care who resides in the same home as the child; or
 - (H) A caretaker.
- (d) The department shall:
- (1) Verify that the child and caretaker meet the eligibility requirements as described in this chapter;
 - (2) Establish the eligibility of the child care provider and caregiver selected by the caretaker, following the provisions of section 17-798.2-9(c).
 - (3) Allow, at the department's option, for the presumptive eligibility of a license-exempt provider selected by the caretaker upon receipt by the department of the completed and signed child care certificate and provider confirmation forms and consent forms for conducting a background check, provided that the presumptive eligibility shall end upon completion of the background check;
 - (4) Authorize the initial and subsequent monthly child care payments based on sections 17-798.2-9, 17-798.2-10, 17-798.2-12, 17-798.2-13, 17-798.2-14, 17-798.2-15, 17-798.2-16, 17-798.2-17, 17-798.2-18, 17-798.2-20, 17-798.2-21, 17-798.2-29, and 17-798.2-35;
 - (5) Review eligibility no less than every six months and whenever changes that affect eligibility are reported; and
 - (6) Track and monitor appropriateness and utilization of child care and payments."

§3 Method of computing child care payment. Section 17-798.2-14,

Hawaii Administrative Rules, is amended to read as follows:

"§17-798.2-14 Method of computing child care payment.

(a) The following will be used to compute the child care payment:

- (1) Monthly gross income;
- (2) The caretaker's hours of activity, except for individuals identified in sections 17-798.2-9(b)(2)(G) [~~and~~], (J), and (L)[÷];

- (3) The caretaker's relationship to the child who reside with the caretaker, and the age of the child who needs care;
 - (4) The child care provider;
 - (5) The cost and hours of child care;
 - (6) The type of child care; and
 - (7) The need for care.
- (b) The child care payment amount shall be determined by:
- (1) Counting the caretaker's activity hours to be engaged in for the month, as referenced in section 17-798.2-14(a)(2), comparing these activity hours with the child care hours needed, and always choosing the lesser hours; provide that:
 - (A) This is not needed for child protective services reasons as ordered by the court;
 - (B) This is not required for the Preschool Open Doors program; [~~and~~]
 - (C) In the case of a caretaker who is temporarily disabled in accordance with subparagraph 17-798.2-9(b)(2)(I), the activity hours shall be the same as the activity hours that the caretaker had prior to the temporary disability[~~-~~]; and
 - (D) This is not required for a caretaker impacted by any federal-, state-, or county-declared emergency proclamation related to a man-made or natural disaster, or public health pandemic situation and who needs child care to search for employment or prepare for resuming employment.
 - (2) Identifying the type of child care selected and approved for each qualifying child, and using the child care rate table, Exhibit I, to select the appropriate rate for the care type that supports the hours needed for child care; provided that:
 - (A) For child protective services need is based on the number of hours of child care specified in the court order; [~~and~~]
 - (B) For the Preschool Open Doors program need is based on the number of hours child care requested by a caretaker[~~-~~]; and
 - (C) For a caretaker impacted by any federal-, state-, or county-declared emergency proclamation related to a man-made or

natural disaster, or public health pandemic situation, need is based on full-time care.

- (3) Comparing the child care allowance determined by subparagraphs (b)(1) and (2) and the actual child care cost, and choosing the lesser amount.
 - (4) Determining the family unit's co-payment (conversely, the percentage of the department's maximum rate allowable) based on the family unit's monthly gross income, and using the co-payment rates established in Exhibit III, dated October 1, 2009, attached at the end of this chapter.
 - (5) Subtracting the family unit's co-payment from the amount determined in subparagraph (b)(3).
- (c) The family unit shall be responsible for any child care costs in excess of the maximum child care rates specified in section 17-798.2-12.
- (d) The family unit shall be responsible to pay its share of the childcare cost directly to the provider.
- (e) The department shall project the family unit's eligibility and monthly payments prospectively for the eligibility period.
- (1) The initial payment shall be calculated from the date of eligibility to the end of the month, which may be for less than a full month, and shall be considered the first month of the eligibility period.
 - (2) When changes are reported during the eligibility period, the monthly payments shall be prospectively calculated for the remainder of the eligibility period."

§4 Mandatory reporting. Section 17-798.2-15, Hawaii Administrative Rules, is amended to read as follows:

"§17-798.2-15 Mandatory reporting. (a) A caretaker who is a recipient of child care payments shall be responsible to report to the department within ten calendar days when the following changes occur:

(1) Monthly gross income and the source of the household income when it is in excess of the eighty-five per cent of the State Median Income for a family of the same size, except for:

- (A) Department-licensed foster parents with approved activities that need child care; [~~or~~]

- (B) Family units that receive child protective services[-]; or
 - (C) Family units that are impacted by any federal-, state-, or county-declared emergency proclamation related to a man-made or natural disaster, or public health pandemic situation.
- (2) Address changes, including:
 - (A) Place of residence; and
 - (B) Mailing address;
 - (3) Household composition;
 - (4) Marital status;
 - (5) Child care provider;
 - (6) Cost of care;
 - (7) Child care type;
 - (8) Loss of activity,
 - (A) Except for family units that receive only Preschool Open Doors services; [~~or~~]
 - (B) Except for family units that receive child protective services; [~~and~~] or
 - (C) Except for family units that are impacted by any federal-, state-, or county-declared emergency proclamation related to a man-made or natural disaster, or public health pandemic situation; and
 - (9) Closure of the child protective services case.
 - (b) Changes may be reported in writing, in person, or by telephone, and shall be supported by verifying documentation.
 - (c) When changes are reported pursuant to this section, the department shall take action on the reported changes and calculate payments for the balance of the eligibility period, after timely and adequate notice.
 - (1) Changes that are reported within ten calendar days of the occurrence shall be implemented in the first month following the month in which the change was reported;
 - (2) Changes that are reported after ten calendar days of the occurrence, that result in a higher payment, shall be implemented in the second month following the month in which the change was reported; and
 - (3) Changes that are reported that result in a lower payment shall be implemented in the first month following the month in which the change was reported, and the department shall recover any overpayments from the date of the occurrence."

Rules Relating to Notaries Public

§1 Purpose and authority

§2 Social distancing

§1 Purpose and authority. These rules are adopted pursuant to sections 127A-12, 13, 25, 29, and 31, Hawaii Revised Statutes, to respond to the COVID-19 emergency declared by the Governor, specifically to enable Hawaii notaries to perform notarial acts while complying with social distancing guidelines. These rules have the force and effect of law.

§2 Social distancing. (a) The notary public shall take every reasonable precaution to perform notarial acts in compliance with all orders and social distancing guidelines relating to the COVID-19 emergency.

(b) Notaries public will not be required to perform notarial acts if they believe social distancing guidelines to ensure health and safety cannot be followed.

§3 Notarial Acts Utilizing Audio-Visual Technology. Notarial acts may be performed by utilizing audio-visual technology, provided there is compliance with the following conditions:

- (1) The notary public shall have personal knowledge of the signer or obtain satisfactory evidence of the identity of the signer by requiring presentation of a current government-issued identification card or document that contains the signer's photograph and signature to the notary public during the video conference. Transmittal of the signer's identification for purposes of verification to the notary public prior to or after the video conference shall not satisfy this condition;
- (2) The notary public shall confirm via observation during the video conference that the signer appears to be aware of significance of the transaction requiring a notarial act and is willing to perform such a transaction;
- (3) The video conferencing shall allow for direct interaction between the person and the notary public and shall not be pre-recorded;

- (4) The notary public shall confirm as is reasonably possible that the signer is physically situated in this State;
- (5) The notary public shall create an audio-visual recording of the performance of the notarial act, which shall be kept as part of the notary public's record and stored as an unsecured audio-visual recording or on a secured external digital storage such as a flash drive, DVD, or external hard drive;
- (6) The notary public shall deposit with the office of the attorney general the external digital storage and the notarial record books within ninety days of the notary public's date of the resignation, expiration of any term of office as a notary, or removal from or abandonment of office as a notary. The notary public's representative shall provide the same upon the notary public's death;
- (7) The notary public shall obtain the signed document that requires notarization by fax or electronic format on the same date it was signed;
- (8) The notary public may notarize the transmitted copy of the document and transmit the same back to the signer;
- (9) The notary public shall add a statement to the notarized document as follows: *"This notarial act involved the use of communication technology enabled by emergency order"*;
- (10) The notary public shall enter in the record book that the notarial act was performed pursuant to Executive Order 20-02; and
- (11) The notary public may repeat notarization of the original signed document as of the date of execution provided the notary public receives such original signed document together with the electronically notarized copy within 60 days after the date of execution.

EXHIBIT 6



April 22, 2021

**Via Certified Mail – Return Receipt Requested
and Regular Mail**

DCI Paradise LLC c/o Pacifica Hotel Management, LLC
39 Argonaut
Aliso Viejo, CA 92656

Attention: Christy Edson

RE:	INSURED:	DCI Paradise, LLC
	LOSS TYPE:	Business Interruption & Extra Expense
	POLICY ACCOUNT:	74482
	POLICY NOS.:	B2A3IM0003268-00 - The Princeton Excess and Surplus Lines Insurance Company BPP9646437 – Steadfast Insurance Company
	POLICY PERIOD:	October 1, 2019 to October 1, 2020
	ACM FILE NO.:	154000068

DISCLAIMER OF COVERAGE

Dear Ms. Edson:

As you are aware, we are the third-party claims administrator appointed by certain insurers, The Princeton Excess and Surplus Lines Insurance Company (“PESLIC”) and Steadfast Insurance Company (“Steadfast”) (collectively “Insurers”) who subscribe on a *pro rata* basis to Policy Account 74482, and issued a policy of insurance to DCI Paradise, LLC (“DCI”) for the period of October 1, 2019 to October 1, 2020 (the “Policy”). The Policy provides Difference in Conditions coverage for the property located at 3-5920 Kuhio Highway Kapaa, Hawaii 96746 (the “Property”), subject to the Policy’s terms, conditions, provisions, endorsements and exclusions. We write concerning DCI’s claim under the Policy for business interruption and extra expense loss related to the COVID-19 pandemic (the “Claim”).

The purpose of this letter is to inform you that, based upon the facts presented, there is no coverage for the Claim under the Policy, and the Insurers hereby disclaim any and all liability under the Policy.

I. FACTUAL BACKGROUND

On June 8, 2020, Marina Pacheco, Esquire of Kabateck LLP submitted correspondence asserting a claim for “business interruption and extra expense lost while being prevented from operating”. The reported date of loss was March 18, 2020.

On March 4, 2020, Hawaii Governor David Ige issued a Proclamation declaring a state of emergency due to COVID-19. On March 23, 2020, Hawaii Governor David Ige issued a Third Supplementary Proclamation which provided that “all persons within the State of Hawai‘i are ordered to stay at home or in their place of residence except as necessary to maintain continuity of operations of the federal critical infrastructure sectors.” The Third Supplementary Proclamation stated that hotels and motels, “to the extent used for lodging and delivery or carry-out food services” were essential business and operations. On May 18, 2020, Governor Ige released Hawaii’s phased approach to reopening. Per this approach, in May 2020, Hawaii began a



Stabilization Phase, reopening low-risk businesses. In June 2020, Hawaii moved from the Stabilization Phase to the Reopening Phase which began by re-opening medium-risk businesses and operations, and later, reopening high-risk businesses and operations. As part of the Reopening Phase, all hotel operators are required to “adopt a COVID-19 Health and Safety Plan for each property they operate”. At this time, Hawaii remains in the Reopening Phase.

On June 8, 2020 Ms. Pacheco reported loss for business interruption and extra expense “while being prevented from operating.” On July 31, 2020, Ms. Pacheco provided responses to the Insurers’ initial questionnaire, and in a February 22, 2021 email she provided responses to the Insurers’ supplemental questionnaire (collectively the “Responses”). The Responses state that DCI’s losses began on March 4, 2020 and were caused by the government mandated state of emergency, stay at home orders and travel restrictions. DCI additionally states that the Property was damaged due to “physical and spatial alterations to the property” including “the inability to function as intended and to have full capacity at the hotel”. The Responses further state that DCI’s losses were caused by “the pandemic and governmental orders” which limited the insured’s ability to use the hotel as intended, causing a loss of functionality. Finally, the Responses cite the “global pandemic and the presence of the virus in the general community” as a cause of DCI’s losses. The Responses claim that as a result, tourist travel was prohibited and there were extensive cancellations. The Responses additionally state that food and beverage service, and recreational areas, at the Property were closed. The hotel remained open for local essential business, but the ability to get operational supplies was limited. There were no confirmed cases of the COVID-19 disease at the Property and the Property was not tested for the presence of the SARS-CoV-2 virus that causes the COVID-19 disease.

II. POLICY DETAILS

The Insurers subscribe on a *pro rata* basis to Policy Account 74482, and issued a Difference in Conditions policy of insurance to DCI Paradise, LLC for the policy period of October 1, 2019 to October 1, 2020 (the “Policy”). The Policy is subject to a \$40,000,000 per occurrence limit of liability. PESLIC’s *pro rata* portion of the limits of liability is \$15,000,000 per occurrence at the primary layer. Steadfast’s *pro rata* portion of the limits of liability is \$25,000,000 per occurrence at the primary layer. The Policy is subject to a deductible of \$25,000 per occurrence.

III. DISCLAIMER OF COVERAGE

According to the Policy’s Insuring Agreement, the Policy requires that DCI demonstrate that there was “direct physical loss of or damage to” the Property:

ITEM 1. Insuring Agreement - This policy insures against all risks of *direct physical loss of or damage to covered property* from any external cause except as hereinafter excluded.

(Policy, 002 (06/19), p. 1 of 10) (emphasis added).

The Business Income coverage provided by the Policy also requires “direct physical loss of or damage to” the Property:

A. COVERAGE



If Item 3. subsection E. is marked on Difference In Conditions Coverage form 0200, the Company will pay for the actual loss of Business Income including “Rental Value” that the insured sustains due to the necessary suspension of the insured’s “operations” during the “period of restoration”. The suspension must be caused by *direct physical loss of or damage to property at the locations described in Difference In Conditions Coverage form 0200*, caused by or resulting from a Covered Peril.

(Policy, 0201 (09-07), p. 1 of 5) (emphasis added).

The Extra Expense coverage provided by the Policy similarly requires “physical loss or damage to” the Property:

a. Extra Expense

Extra Expense means necessary expenses the insured incurs during the “period of restoration” that the insured would not have incurred if there had been *no physical loss or damage to property* caused by or resulting from a Covered Peril.

(1) The company will pay any Extra Expense to avoid or minimize the suspension of business and to continue “operations”:

(a) At the described locations; or

(b) At replacement locations or at a temporary location, including:

(i) Relocation expenses; and

(ii) Costs to equip and operate the replacement or temporary locations.

(2) The company will pay any Extra Expense to minimize the suspension of business if the insured cannot continue “operations”.

(3) The company will pay any Extra Expense to:

(a) Repair or replace any property; or

(b) Research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that would otherwise be payable under this Coverage Form.

c. Resumption of Operations

The company will reduce the amount of the insured’s:



- (1) Business Income loss, other than Extra Expense, to the extent “operations” can be resumed in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - (2) Extra Expense loss to the extent the insured can return “operations” to normal and discontinue such Extra Expense.
- d. If the insured does not resume “operations”, or does not resume “operations” as quickly as possible, the company will pay based on the length of time it would have taken to resume “operations” as quickly as possible.

The Policy’s Business Income Coverage Form contains the following relevant definitions:

1. **“Operations”** means the insured’s business activities occurring at the described locations.
 - a. The insured’s business activities occurring at the described locations; and
 - b. The tenantability of the described locations, if coverage for “Rental Value” applies.
2. **“Period of Restoration”** means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Peril at the described locations; and
 - b. Ends on the date when the property at the described locations should be repaired, rebuilt or replaced with reasonable speed and similar quality.

The expiration date of this policy will not cut short the “period of restoration”.

(Policy, 0201 (09-07), pp. 1, 4 and 5 of 5) (emphasis added).

The Civil Authority coverage provided by the Policy requires that DCI demonstrate that it has sustained a loss of Business Income or has incurred necessary Extra Expense, both of which require that DCI demonstrate “direct physical loss of or damage to” the Property, or “physical loss or damage to” the Property, respectively:

b. Civil Authority

The company will pay for the actual loss of Business Income the insured sustains and necessary Extra Expense caused by action of civil authority that prohibits access to the described location(s), caused by or resulting from any Covered Peril. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

(Policy, 0201 (09-07), p. 2 of 5).



In order to state a claim under the Policy's Insuring Agreement, Business Income, Extra Expense and Civil Authority provisions, DCI must first demonstrate that there was "direct physical loss of or damage to" the Property or "physical loss or damage" to the Property, respectively. DCI has failed to make any such demonstration. Instead, DCI claims the COVID-19 pandemic and related government orders caused its loss of functionality, full capacity, use of portions of the Property, and loss of bookings; this does not meet the "direct physical loss of or damage to" Property or the "physical loss or damage to" Property requirements. In addition, DCI asserts that the SARS-CoV-2 virus (that causes the COVID-19 disease) was generally present in the community. However, the mere community presence of the virus does not qualify as physical loss of or damage to the Property. As such, the Insurers must disclaim coverage for the Claim. Further, Business Income coverage requires the "necessary suspension" of the insured's "operations." Here, the Property remained open and operational, which does not qualify. The Business Income claim must be denied for this additional reason.

Additionally, DCI is not entitled to coverage for the Claim under the Policy because coverage is excluded by the following provisions.

The Policy is endorsed to add the following Mold Exclusion that applies to any loss, damage, increase in loss or damage claim, cost or other sum caused by or resulting from any substance whose presence poses an actual or potential threat to human health:

MOLD EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any provision to the contrary within this policy, or within any other endorsement which forms part of this policy.

This policy does not insure against:

any loss, damage, increase in loss or damage claim, cost, expense or other sum cause [sic] by or resulting from:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is (i) any physical loss or damage to covered property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, or that may be required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for that which is excluded above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



(Policy, 0608 (10/18)) (emphasis added).

DCI's Responses state that DCI is seeking coverage for losses resulting from the COVID-19 pandemic, related government orders issued because of the SARS-CoV-2 virus, and the presence of the virus in the general community. Pursuant to the Policy's Mold Endorsement, there is no coverage under the Policy for any loss, damage, increase in loss or damage, claim, cost, expense or other sum caused by or resulting from a microorganism or any substance "whose presence poses an actual or potential threat to human health." The SARS-CoV-2 virus, which causes the COVID-19 disease, is a microorganism. In addition, the SARS-CoV-2 virus is a substance "whose presence poses an actual or potential threat to human health." The Mold Endorsement therefore precludes coverage for the Claim, which was caused by or resulting from the SARS-CoV-2 virus. The exclusion specifically applies to loss of use, occupancy or functionality. It also applies to any action required, or that may be required, such as repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. Accordingly, the exclusion encompasses DCI's claimed losses from the loss of use of portions of the Property, inability to have full capacity at the Property, loss of functionality for its intended purpose, and physical and spatial alterations to the Property. The exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for that which is excluded by the provision. It also applies regardless of whether there is physical loss or damage to the Property, and regardless of whether there is any insured peril or cause, whether or not contributing concurrently or in any sequence.

Further, the Policy contains the following exclusion for loss from acts or decisions of any governmental body:

ITEM 9. PERILS EXCLUDED

This policy does not insure against:

(S) Any loss or any increase in loss caused by or resulting from any of the following:

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;

(Policy, 0200 (06/19), pp. 5).

DCI's Responses state that DCI is seeking coverage for loss of business income and extra expense associated with governmental mandates. These losses and expenses are caused by or result from acts or decisions of persons and governmental bodies; and, therefore, Insurers deny coverage for the Claim. Additionally, Insurers deny the Claim to the extent any loss or any increase in loss was caused by or resulted from acts or decisions, including the failure to act or decide, of any other person, group, organization, including the public who decided not to travel to the Property.

Moreover, the Policy contains additional exclusions also stated in Item 9 "Perils Excluded":



This policy does not insure against:

(F) Loss or damage caused by or resulting from dampness of atmosphere, dryness of atmosphere, changes in or extremes of temperature, shrinkage, evaporation, loss of weight, leakage of contents, breakage of glass or similar fragile materials (other than lenses of photographic or scientific instruments), marring, scratching, rust or corrosion, exposure to light, contamination, change in flavor or color or texture or finish;

(L) Loss, damage, cost or expense, whether real or alleged, that is caused, results from, is exacerbated by or otherwise impacted by, either directly or indirectly, any of the following:

(2) Biological hazard – including but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical stress, illness or disease;

(R) Loss or damage caused by or resulting from delay, loss of market, loss of use, interruption of business, consequential loss of any nature; unless specified under Item 3. subsection E;

(Policy, 0200 (06/19), pp. 4-5) (emphasis added).

Paragraph (F) states that the Policy does not insure against “[l]oss or damage caused by or resulting from . . . contamination.” DCI’s Responses state that it suffered losses caused by the presence of the COVID-19 disease and/or the SARS-CoV-2 virus in the general community. The Insurers disclaim coverage for the Claim to the extent such community presence of disease and/or virus constitutes contamination.

The biological hazards exclusion in paragraph (L)(2) applies to any biological and/or poisonous or pathogenic agent, material, product or substance, that induces or is capable of inducing physical stress, illness or disease. The SARS-CoV-2 virus causes the COVID-19 disease; therefore, the virus qualifies as a biological hazard. Accordingly, loss, damage, cost or expense that is caused by, results from, is exacerbated by or otherwise impacted by, either directly or indirectly, the SARS-CoV-2 virus, is excluded. DCI’s Responses state that DCI is seeking coverage for losses related to the “global [COVID-19] pandemic” and “the presence of the virus in the general community”. Accordingly, DCI’s losses are at the very least indirectly impacted by the virus and are excluded from coverage.

The exclusion in paragraph (R) for loss of market applies to DCI’s claim for loss of business income and extra expense incurred following a decline in tourism to the Property. DCI also reports that it suffered loss of use of the Property. Also, because the interruption of business provisions provide no coverage for the reasons stated above, the interruption of DCI’s business is excluded by paragraph (R).



For these reasons, Insurers disclaim coverage for the Claim under the Policy. This disclaimer is based upon information presently available to Insurers. Should you have any other documents and/or information which you feel may be applicable or relevant to this matter, please forward such documents and/or information to my attention as soon as possible.

As you are aware, the Insurers have agreed to toll the time period set forth in Item 23 of the Policy, entitled "Suit" and to extend the time period for DCI to bring a suit, action or proceeding for the recovery of any claim under the Policy to six months from and after my e-mail to you dated March 24, 2021.

The Insurers continue to reserve all rights under the Policy and/or at law. Nothing in this letter, or Insurers' and/or their authorized agents, adjusters, or representatives' investigation, shall constitute a waiver or estoppel of the Insurers' right to rely upon any term, condition, limitation, endorsement and/or exclusion in the Policy and/or at law, all of which are expressly reserved. In addition, the foregoing enumeration of specific provisions of the Policy does not waive any other provisions of the Policy. Specifically, the Insurers note that the Policy provides Difference in Conditions coverage. As such, DCI agreed that the Property would be covered by standard all risk insurance during the term of the Policy. ITEM 42. Further, the Policy does not attach to or become insurance against any peril upon the Property, which at the time of any loss is covered by other insurance until the liability of such other insurance has been exhausted. ITEM 10.

Should you have any questions regarding Insurers' determination, please do not hesitate to contact the undersigned.

If you believe all or part of this claim has been wrongfully denied or rejected, you have the right to have this matter reviewed by the California Department of Insurance. The address and telephone number of the unit of the Department which reviews claims practices is: California Department of Insurance, Consumer Services Division, 300 South Spring Street, South Tower, Los Angeles, CA 90013; telephone number: 1-800-927-4357 or 213-897-8921.

Sincerely,



William E. Milliard, AIC
Commercial Claims Adjuster
American Claims Management, Inc.
TEL 913-348-2372 | TOLL FREE 866-671-5042
bmilliard@acmclaims.com

cc: **VIA EMAIL (mrp@kbklawyers.com)**
Marina R. Pacheco, Esq.
Kabateck LLP

**STATE OF HAWAI'I
CIRCUIT COURT OF THE
FIFTH
CIRCUIT**

**SUMMONS
TO ANSWER CIVIL COMPLAINT**

CASE NUMBER

PLAINTIFF'S NAME & ADDRESS, TEL. NO.

PLAINTIFF

DCI Paradise, LLC dba Hilton Garden Inn

GARY G. GRIMMER 1769
ANN CORREA 5031
Gary G. Grimmer & Associates
City Financial Tower
201 Merchant Street, Suite 1940
Honolulu, HI 96813
Tel No. 808.457.1320
Gary@grimmerhawaiiilaw.com
Ann@grimmerhawaiiilaw.com

DEFENDANT(S)

The Princeton Excess and Surplus Lines
Insurance Company; Steadfast Insurance
Company

TO THE ABOVE-NAMED DEFENDANT(S)

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

Gary G. Grimmer, Esq. and Ann Correa, Esq.

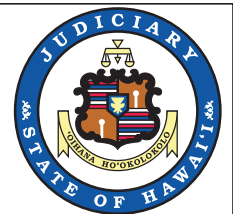
_____,
plaintiff's attorney, whose address is stated above, an answer to the complaint which is herewith served upon you, within
20 days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default
will be taken against you for the relief demanded 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.**

DATE ISSUED September 23, 2021

Effective Date of 28- Oct- 2019
Signed by: /s/ J. Ephan Clerk,
5th Circuit, State of Hawai'i



In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Fifth Circuit Court Administration Office at PHONE NO. 482-2347, FAX 482-2509.