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STATE OF HAWAI‘I

**Electronically Filed**  
**FIRST CIRCUIT**  
**1CC191001419**  
**19-DEC-2025**  
**10:27 PM**  
**Dkt. 573 EXH**

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT  
STATE OF HAWAI‘I

JOHN ROE NO. 121,

Plaintiff,

vs.

STATE OF HAWAI‘I; JOHN A. TEIXEIRA;  
JOHN DOES 1-10; DOE CORPORATIONS  
1-10; DOE PARTNERSHIPS 1-10; DOE  
NON-PROFIT ENTITIES 1-10; and DOE  
GOVERNMENTAL ENTITIES 1-10,

Defendants.

CIVIL NO.: 1CC191001419  
(Other Non-Motor Vehicle Tort)

JOINT TRIAL EXHIBIT 35

Judge: Honorable Kevin T. Morikone  
Trial: April 22, 2024

STATE OF HAWAII  
Department of Human Services  
Family and Adult Services Division

AGREEMENT BETWEEN THE DEPARTMENT OF HUMAN SERVICES  
AND  
SUBSTITUTE CARETAKER

A. DEPARTMENT OF HUMAN SERVICES

The Department, in placing T [REDACTED] M [REDACTED] Jr (child's name)  
[REDACTED] (birthdate) in your home, agrees to:

1. Pay for the child's care according to the board rate currently paid by the Department;
2. Pay for the medical and dental care, clothing and other needs according to the standards set by the Department;
3. Visit the child and advise you regarding the child's care and supervision;
4. Give you at least two weeks' notice before removing the child from your home except in an emergency requiring immediate removal.

B. SUBSTITUTE CARETAKER

We, [REDACTED] and [REDACTED] B [REDACTED] substitute caretakers' full  
names) accept T [REDACTED] M [REDACTED] Jr (child's full name) into our  
home for temporary care and not for the purpose of adoption.

We understand that the Department has responsibility to plan for the child and will visit our home to visit us with the child's care while the child lives with us. We also understand that the Department has the authority to remove the child from our home.

We agree to:

1. Provide care and training to the child to the best of our ability;
2. Cooperate with the Department in planning and working for the child's best interests;
3. Immediately notify the Department in case of any illness or serious difficulty with the child;
4. Consult the Department before allowing the child to leave our home overnight or for any period of time;

5. Allow visits between the child, the child's parents/relatives according to the visitation plan provided us by the Department;
6. Consult the Department before taking any additional child or adult into our home;
7. Give the Department two weeks notice when requesting removal of the child except in an emergency when immediate removal is necessary;
8. Never to use any form of corporal punishment when disciplining the child.

We acknowledge that we have read and understand this Agreement Between the Department and Substitute Caretaker.

Dated at Honolulu, Hawaii, this 26 day of May 1998.

[Signature]  
Substitute Caretaker

[Signature]  
Substitute Caretaker

[Signature]  
Social Worker for the  
Department of Human Services

Supplemental Documents Provided:

Child's Information Sheet To Mail  
Visitation Plan  
N/A Service Plan and Agreement  
N/A Other (specify)

Prepare 2 Copies  
Original to Case Record  
Copy for Substitute Caretaker

DSSH 1508

*John Roe 121 v. State of Hawai'i, et al.*

Civil No.: **1CC191001419**

Defendant's Exhibit: **JT35**

Marked for Identification: \_\_\_\_\_

Received into Evidence: \_\_\_\_\_

\_\_\_\_\_  
Clerk, First Circuit Court