

Travis A. Liggett
Defendant, Pro Se
PO Box 790484
Paia, HI 96779
+1 (808) 291-9934
travis.liggett@gmail.com

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT
STATE OF HAWAII

**Electronically Filed
SECOND CIRCUIT
2CCV-25-0003634
08-SEP-2026
09:27 PM
Dkt. 101 NHM**

TAPANI VUORI, an individual,
Plaintiff,

v.

TRAVIS LIGGETT, an individual,
and DOE DEFENDANTS 1-10

Civil No. 2CCV-25-0003634
(Other Civil Action)

**DEFENDANT'S MOTION
FOR LEAVE TO FILE
AMENDED ANSWER AND
COUNTERCLAIMS AND TO
JOIN ADDITIONAL PARTIES**

NON-HEARING MOTION
JUDGE: Hon. Michelle L. Drewyer
TRIAL DATE: April 5, 2027 at 9:00 a.m.

**DEFENDANT'S MOTION FOR LEAVE TO FILE AMENDED ANSWER AND
COUNTERCLAIMS AND TO JOIN ADDITIONAL PARTIES**

Defendant Travis A. Liggett, appearing pro se, moves under Haw. R. Civ. P. 13(h), Haw. R. Civ. P. 15(a)(2), Haw. R. Civ. P. 19, Haw. R. Civ. P. 20, and Haw. R. Civ. P. 21 for leave to file the attached proposed first amended answer, affirmative defenses, and counterclaims. The proposed pleading responds to the Complaint filed on August 20, 2025, and supersedes Defendant's Answer filed on December 9, 2025. It preserves and supplements Defendant's previously pleaded defenses and adds transactionally related counterclaims against Plaintiff Tapani Vuori and claims against Robin Knox, OpenAI OpCo, LLC, the County of Maui, and the Ma'alaea Wastewater Association ("MWA"). Defendant alternatively requests severance or separate trials under Haw. R. Civ. P. 20(b) if the Court determines that any proposed claim should proceed separately.

- Defendant attaches as Exhibit A the complete proposed amended answer and counterclaims.
- Defendant attaches as Exhibit B the September 2 - 8, 2026 meet-and-confer correspondence and includes the referenced minute order as Attachment 1 to Exhibit B.

- Defendant attaches as Exhibit C the complete Ramseyer-format proposed amended answer and counterclaims.

I. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff's Complaint, filed August 20, 2025, alleges seven theories of relief: defamation, false light/invasion of privacy, intentional infliction of emotional distress, negligence, tortious interference with prospective business advantage, punitive damages, and declaratory and injunctive relief. The Complaint's factual allegations concern Defendant's prior work involving Maui Ocean Center and water-quality permitting; Plaintiff's alleged role as Maui Ocean Center's General Manager and in Ma'alaea-related organizations; communications concerning Permit UM-1954, environmental compliance, Plaintiff's immigration or naturalization status, and the Maui Ocean Center; and the June 2025 email and related communications that Plaintiff alleges caused his injuries and damages.

Defendant previously filed an Answer on December 9, 2025. That pleading generally denied the Complaint and asserted defenses including failure to state a claim, failure to join proper parties, lack of jurisdiction, improper venue, statute of limitations, laches, unclean hands, waiver, and other defenses. The proposed amended answer responds specifically to each numbered allegation of the Complaint, preserves and supplements the defenses previously asserted, and adds the proposed counterclaims and additional parties.

The proposed amendment concerns the same factual sequence Plaintiff has placed before the Court: Defendant's prior work involving Maui Ocean Center permitting; Plaintiff's alleged role in matters involving the Ma'alaea wastewater project; communications concerning environmental compliance, Permit UM-1954, Plaintiff's professional and organizational activities, and Defendant's removal from Association-related activities; and the alleged June 2025 email and related communications that Plaintiff contends caused his injuries and damages.

The proposed claims arise from one connected factual sequence: Defendant was exposed without disclosure of elevated risk to aerosolized sludge droplets potentially containing material or cultures from animal waste conveyed from the Maui Ocean Center to the Ma'alaea Triangle Wastewater Treatment Plant without a proper UIC permit; Defendant fell into extended illness soon thereafter; after uncovering the same UIC UM-1954 permit noncompliance and privately disclosing that to

Plaintiff and Ms. Knox in March 2025, Plaintiff fired Defendant with a text message threat of "severe consequences"; Defendant opened a suspected virus or malware attachment from the County of Maui; Ma'alaea Wastewater Association Board of Directors Members proposed to remove Defendant from the MWA Board after Defendant stated his intent to file an HCRC complaint; Defendant was served a very improper draft message after submitting a query to ChatGPT in June 2025 asking for a "legal and ethical" message intended to deter Plaintiff from undefined immigration risk during perceived improper behavior; Defendant cancelled a scheduled Gmail message with the draft message, checking multiple times that the message was cancelled; the improper ChatGPT-drafted message was sent to Plaintiff and others against the express series of commands by Defendant; Plaintiff made this case against Defendant; Defendant engaged with Maui Police to investigate the suspected digital breach(es).

The proposed parties are connected because Plaintiff and Ms. Knox failed to notify Ma'alaea Triangle Wastewater Plant operator of animal waste inputs for UIC permitting; County of Maui transmitted a digital systems breach attachment; OpenAI served a harmful message; breached system(s) sent a harmful message against Defendant's commands; Plaintiff sued Defendant.

The proposed parties are not joined merely as witnesses. Robin Knox is alleged to have participated in the permitting and consultation issues underlying Defendant's counterclaims. Ma'alaea Wastewater Association is alleged to have participated in the organizational events and communications concerning Defendant's removal. The County of Maui is alleged to possess or control information concerning the suspected email-system compromise and related communications. OPENAI OPCO, LLC is alleged to have provided the service that generated the disputed email text, which Defendant contends bears on authorship, causation, fault, and damages.

At least some legal and factual questions are common to the existing claims and proposed claims, including who generated, transmitted, authorized, or caused the challenged communications; the parties' roles in the underlying environmental and organizational events; causation; fault; and damages.

The proposed claims also present the narrower common questions whether the disputed communication was authored, altered, transmitted, or authorized by Defendant; what conduct caused the alleged publication; and what damages, if any, resulted.

To the extent the Court finds that the July 2023 exposure claims do not arise from the same transaction or occurrence as Plaintiff's 2025 claims, Defendant requests severance or separate trial rather than denial of joinder in its entirety.

II. MEET AND CONFER

Defendant initiated the meet-and-confer process by email on September 2, 2026, regarding the proposed joinder and the alternative possibility of a joint request for a stay. After Plaintiff's counsel requested advance identification of the proposed parties and the factual and legal grounds for joinder, Defendant provided written summaries on September 4 and September 6 identifying Robin Knox, Tapani Vuori as the existing Plaintiff, OPENAI OPCO, LLC, the County of Maui, and Ma'alaea Wastewater Association, together with the proposed claims, defenses, and legal bases for joinder. Defendant proposed a telephone or videoconference on September 4 and remained available to confer by telephone, videoconference, or email through September 8, 2026, including renewed written requests to confer before filing. Based on the correspondence, the parties did not reach agreement regarding joinder or a stay, and no substantive telephone or videoconference meet-and-confer occurred before filing (See Exhibit B). Defendant submits this motion in good faith and not for purposes of delay, and certifies that he made reasonable efforts to satisfy the Court's meet-and-confer directive.

III. GOVERNING RULES

Under Haw. R. Civ. P. 20(a), permissive joinder requires both: (1) that the claims arise out of the same transaction, occurrence, or series of transactions or occurrences; and (2) that at least one common question of law or fact will arise.

Under Haw. R. Civ. P. 13(h), a person who is not an original party may be joined in a counterclaim only under the standards in Haw. R. Civ. P. 19 or Haw. R. Civ. P. 20.

Defendant also seeks leave to amend under Haw. R. Civ. P. 15(a). The proposed amended pleading is attached as Exhibit A and identifies the parties, claims, factual allegations, and requested relief with particularity.

IV. GROUNDS FOR JOINDER

Defendant seeks joinder under Rule 13(h) because each proposed party is alleged to be a person against whom, or jointly with whom, relief is sought in the counterclaims. Joinder is also proper under Rule 20(a) to the extent the claims arise from the same transaction, occurrence, or series of occurrences and share common questions of law or fact. The Court may add or drop parties and sever claims under Haw. R. Civ. P. 21.

A. Robin Knox

Robin Knox is alleged to have participated in or overseen NPDES-permit work for the Maui Ocean Center in or about 2018, including work in which Defendant assisted. Defendant alleges that her role is relevant to whether information concerning Permit UM-1954, the conveyance of aquarium-related material, and reasonably foreseeable risks to treatment-plant visitors was known, communicated, or omitted.

Defendant seeks relief against Ms. Knox based on alleged duties arising from her participation in that permitting and consultation work, including negligence, failure to warn or disclose, causation, foreseeability, comparative responsibility, and damages. Defendant does not rely on her status as a witness alone.

Defendant alleges that Ms. Knox participated in, directed, or assumed responsibility for permitting or consultation work that Defendant contends bears on the conveyance of aquarium-related material to the Ma‘ala‘a Triangle Wastewater Treatment Plant and on the communication of associated risks to the Plaintiff, and consequently, to the plant operator. Defendant further alleges that he was exposed to aerosolized material during a July 2023 treatment-plant tour and that major illness and damages followed. These allegations are offered to identify the asserted transaction and occurrence; Defendant does not ask the Court to determine causation or liability on this motion.

Defendant alleges that neither the plant operator nor the Defendant understood, or consented to, the elevated exposure risk, and that severe and sustained illness following the Defendant's workplace exposure event while under the direction of Plaintiff and while at a treatment plant for which Plaintiff is UIC signatory contributed materially to the series of events at issue in this case.

B. OPENAI OPCO, LLC

Defendant alleges that text generated through an OPENAI OPCO, LLC service comprised the primary email communication at issue in Plaintiff's Complaint. Defendant contends that the service, its safeguards, warnings, and relevant account or transmission records may bear on authorship, authorization, causation, and damages. Defendant does not contend that joinder itself establishes liability. Defendant seeks joinder subject to all defenses available to the properly identified legal entity, including defenses concerning personal jurisdiction, service, venue, arbitration, contractual limitations, causation, immunity, and failure to state a claim.

Defendant seeks leave to assert claims only against the legal entity identified in the proposed amended pleading and will complete service in accordance with the applicable rules.

C. County of Maui

Defendant alleges that an individual associated with the County of Maui sent or transmitted an email containing a suspicious attachment before the communications at issue in the Complaint. After Defendant identified the attachment as unusual, the sender (or a person controlling or impersonating the sender) allegedly encouraged Defendant to open it in an email reply (see DSS-25-0000206 Dkt. 174), which Defendant did. Defendant alleges that, after opening the attachment, he observed multiple indications of compromise affecting his electronic systems and that those events bear on whether the disputed communication was authorized, transmitted, spoofed, or caused by a third party. Defendant reported this occurrence, along with instances of the SMS/text message thread containing a threat from the Plaintiff of "severe consequences" sent less than 30 minutes after Defendant disclosed (with permission) Plaintiff's suspected UM-1954 permit violation to the first person not directly implicated in the violation, which "disappeared" from Defendant's multiple, ostensibly secure personal mobile devices, followed later by unusual impairment of Defendant's access to social media platforms during his recent candidacy for Mayor of Maui County. Partial documentation of these events can be found in Maui County UIPA requests R007659-050126 and P008653-081226, and Police Report #P26-018736. Defendant was verbally informed by a representative of the Maui Police that this breach of County email systems remains under investigation.

The County is sought as a party, not merely as a records custodian, because Defendant alleges that County personnel, agents, systems, or supervisory practices contributed to or caused the alleged

transmission or compromise, subject to applicable governmental-immunity defenses and statutory prerequisites. Defendant recognizes that the County may assert governmental-immunity, agency, jurisdictional, service, and other defenses.

Defendant does not presently assert that the County is liable solely because an email was sent by a person associated with the County. Defendant seeks leave to investigate whether a County employee, agent, system, or supervisory practice contributed to the alleged transmission or compromise. Any claim against the County will be limited by applicable governmental-immunity law, statutory prerequisites, and the requirement that a specific actionable duty and waiver be pleaded.

Claims and defenses include negligence, agency, negligent supervision or training, causation, foreseeability, comparative fault, governmental-immunity defenses, and damages. Defendant does not presently imply that the County is or is not liable, and seeks joinder so that the related issues may be adjudicated with the existing claims.

D. Ma‘alaea Wastewater Association (MWA)

Plaintiff’s Complaint expressly places at issue the Ma‘alaea wastewater project, Plaintiff’s professional and organizational activities, and communications concerning those matters. MWA is potentially relevant because the proposed pleading concerns communications and organizational events involving the Association and the alleged circumstances surrounding Plaintiff’s communications about Defendant’s removal from Association-related activities.

Defendant seeks joinder only to the extent the proposed amended pleading asserts claims arising from those communications and organizational events. Defendant does not seek to join MWA solely as a source of discovery or as a witness. Any claim requiring administrative exhaustion, a right-to-sue letter, governmental authorization, or another statutory prerequisite will not be asserted unless and until the prerequisite is satisfied.

Defendant recognizes that the proposed claims may be subject to defenses concerning personal jurisdiction, service, venue, governmental immunity, arbitration, contractual limitations, statutory exhaustion, statute of limitations, causation, and failure to state a claim. Defendant does not contend that joinder establishes liability. Defendant requests leave to assert only claims that are presently ripe

and legally cognizable. Any claim requiring a statutory prerequisite will be asserted only after that prerequisite is satisfied.

V. COUNTERCLAIMS AGAINST PLAINTIFF TAPANI VUORI

Defendant asserts counterclaims against Plaintiff under Haw. R. Civ. P. 13(a) to the extent they arise out of the transaction or occurrence alleged in the Complaint, and under Haw. R. Civ. P. 13(b) to the extent they do not. Defendant recognizes that permissive counterclaims must independently satisfy jurisdictional and joinder requirements. If the Court determines that any counterclaim is unrelated, Defendant requests severance rather than denial of leave to amend.

Defendant invokes the Court's jurisdiction under Haw. Rev. Stat. § 603-21.5 and, to the extent applicable, Haw. Rev. Stat. § 663-10.9. Defendant recognizes that any permissive counterclaim must independently satisfy the applicable jurisdictional requirements.

Those counterclaims arise from the same series of events and concern:

1. Alleged nondisclosure to the Ma'alaea Triangle Wastewater Treatment Plant operator of animal waste entering the systems associated with Permit UM-1954;
2. Defendant's alleged exposure to aerosolized sludge containing marine life-associated microbes or culture(s) with zoonotic (human transmission) capacity in the animal waste material present in the Ma'alaea Triangle Wastewater Treatment Plant, including the aeration basin(s) that were generating aerosolized sludge droplets that contacted the Defendant, during the July 2023 plant tour;
3. The operator's alleged lack of notice or knowledge concerning the nature of all materials entering the treatment plant;
4. The inability of the facility operator to disclose elevated risks to treatment-plant visitors;
5. Defendant's alleged severe and continuing illness that followed the exposure event; and
6. Defendant's alleged individual genetic susceptibilities, medical condition, symptoms, treatment, prognosis, and resulting economic and noneconomic damages.

The counterclaims may involve negligence, failure to warn or disclose, duty, causation, foreseeability, comparative fault, knowledge, notice, and damages. Defendant reserves all defenses and does not waive any argument concerning the sufficiency, timeliness, jurisdiction, or legal viability of any claim.

VI. TIMELINESS, PREJUDICE, AND ALTERNATIVE CASE MANAGEMENT

Timeliness and alternative request for relief. The Court entered its Scheduling Order—Jury Trial on February 12, 2026. Dkt. 95. Paragraph 6 provides: “All motions to join additional parties or to amend the pleadings shall be filed by September 7, 2026.”

September 7, 2026, was Labor Day, a legal holiday. Defendant filed this motion on September 8, 2026, the next court day. Defendant therefore contends that the filing deadline was extended under Haw. R. Civ. P. 6(a). In the alternative, and to the extent the Court concludes that Rule 6(a) does not apply to the deadline stated in paragraph 6 of the Scheduling Order, Defendant requests an extension for excusable neglect under Haw. R. Civ. P. 6(b).

Defendant acted promptly by filing on the next court day. The one-day delay did not affect the April 5, 2027 trial date, the March 4, 2027 final pretrial conference, the discovery cutoff of February 4, 2027, or any other presently scheduled deadline. Defendant respectfully requests that the Court deem the motion timely or, alternatively, extend the paragraph 6 deadline nunc pro tunc to September 8, 2026. Defendant disclosed the proposed parties and the factual and legal bases for joinder during a written meet-and-confer process (See Exhibit B). The proposed claims arise from overlapping events relating directly to the issues at hand in this proceeding, and involve common questions concerning causation, notice, duties, alleged communications, damages, and comparative responsibility. Any potential prejudice can be addressed through amended pleadings, appropriate discovery, supplemental scheduling deadlines, separate trials, or other case-management measures. Haw. R. Civ. P. 20(b) authorizes the Court to order separate trials or other measures if necessary to prevent delay, prejudice, or unnecessary expense. If the Court determines that any proposed claim should proceed separately, Defendant requests severance or other appropriate relief rather than denial of joinder in its entirety.

VII. REQUEST FOR RELIEF

WHEREFORE, Defendant respectfully requests that the Court:

1. Grant Defendant leave to file a proposed amended pleading;
2. Permit Defendant to assert the identified counterclaims against Plaintiff Vuori and claims against the specifically named proposed parties, subject to all available defenses;
3. Permit Defendant, after entry of the order granting leave, to file and serve the amended pleading in accordance with the Hawai‘i Rules of Civil Procedure and applicable court procedures;

4. Permit each newly added counterclaim defendant to respond within the time allowed by the applicable rule governing a party served with an original pleading.
5. Permit Plaintiff to respond to the amended pleading within the period prescribed by Haw. R. Civ. P. 15(a)(3).
6. Modify the Scheduling Order as necessary to address service, responsive pleadings, discovery, and case-management deadlines.
7. Grant such other and further relief as the Court deems just and proper, including severance or separate trials under Haw. R. Civ. P. 20(b) and Haw. R. Civ. P. 21.

Plaintiff's Complaint is identified as the Complaint filed at Dkt. 1. Defendant's prior Answer was filed at Dkt. 75. The proposed amended pleading is Exhibit A, the meet-and-confer correspondence is Exhibit B, and the Ramseyer-format proposed amended pleading is Exhibit C.

DATED: Paia, Hawai'i, September 8, 2026.

/s/ Travis A. Liggett
Travis A. Liggett
Defendant, Pro Se
PO Box 790484
Paia, HI 96779
+1 (808) 291-9934
travis.liggett@gmail.com

NOTICE OF MOTION

TO: Plaintiff Tapani Vuori, through counsel of record

PLEASE TAKE NOTICE that Defendant Travis A. Liggett has filed the accompanying non-hearing motion. The motion is served through JEFS on September 8, 2026. Any opposition shall be filed and served within the period prescribed by Haw. R. Cir. Ct. 7.2(c). Any opposition shall be filed and served no later than September 18, 2026.

The Court may decide the motion on the written submissions or may, in its discretion, set the motion for hearing.

DATED: Paia, Hawai'i, September 8, 2026.

/s/ Travis A. Liggett
Travis A. Liggett
Defendant, Pro Se

CERTIFICATE OF SERVICE

I certify that on September 8, 2026, I served a true and correct copy of the foregoing DEFENDANT'S MOTION FOR LEAVE TO FILE AMENDED ANSWER AND COUNTERCLAIMS AND TO JOIN ADDITIONAL PARTIES, together with a NOTICE OF MOTION, and Exhibits A, B, and C, through JEFS upon Plaintiff's counsel of record. The proposed additional parties have not been served because they are not yet parties.

DATED: Paia, Hawai'i, September 8, 2026.

/s/ Travis A. Liggett

Travis A. Liggett

Defendant, Pro Se

PO Box 790484

Paia, HI 96779

+1 (808) 291-9934

Travis A. Liggett
Defendant, Pro Se
PO Box 790484
Paia, HI 96779
+1 (808) 291-9934
travis.liggett@gmail.com

Electronically Filed
SECOND CIRCUIT
2CCV-25-0003634
08-SEP-2026
09:27 PM
Dkt. 102 MES

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT
STATE OF HAWAI'I

TAPANI VUORI, an individual,
Plaintiff,

v.

TRAVIS LIGGETT, an individual,
and DOE DEFENDANTS 1-10

Civil No. 2CCV-25-0003634
(Other Civil Action)

**MEMORANDUM IN
SUPPORT OF DEFENDANT'S
MOTION FOR LEAVE TO FILE
AMENDED ANSWER AND
COUNTERCLAIMS AND TO
JOIN ADDITIONAL PARTIES**

NON-HEARING MOTION
JUDGE: Hon. Michelle L. Drewyer
TRIAL DATE: April 5, 2027 at 9:00 a.m.

**MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION FOR LEAVE TO FILE
AMENDED ANSWER AND COUNTERCLAIMS AND TO JOIN ADDITIONAL
PARTIES**

I. INTRODUCTION

Defendant Travis A. Liggett respectfully submits this memorandum in support of his motion for leave to file the proposed first amended answer, affirmative defenses, and counterclaims, and to join Robin Knox, OpenAI OpCo, LLC, the County of Maui, and the Ma'alaea Wastewater Association.

The proposed amendment responds to the allegations and factual subjects placed at issue by Plaintiff's Complaint, including communications concerning environmental permitting, the Maui Ocean Center, Permit UM-1954, Ma'alaea-related organizations, and the June 2025 communications. The proposed counterclaims also address alleged exposure, notice, causation, electronic communications, and resulting damages arising from related events.

Leave should be granted because the proposed pleading is submitted before trial, is offered in good faith, and will permit the related factual and legal issues to be addressed in one proceeding. If the Court determines that any claim or party is not properly joined, Defendant alternatively requests severance or separate trials rather than denial of the amendment in its entirety.

II. GOVERNING LAW

Hawai‘i Rule of Civil Procedure 15(a)(2) provides that, after the amendment-as-of-course period, a pleading may be amended by leave of court or written consent, and that leave should be freely given when justice so requires.

“Leave shall be freely given when justice so requires.”

Haw. R. Civ. P. 15(a)(2)

Rule 13(h) permits persons who are not original parties to be joined in a counterclaim when the requirements of Rule 19 or Rule 20 are satisfied. Rule 20 permits joinder when the asserted claims arise from the same transaction, occurrence, or series of transactions or occurrences and involve a common question of law or fact. Rule 21 further permits the Court to add or drop parties and to sever claims at any stage on just terms.

Motions must state their grounds with particularity and set forth the relief requested. A motion raising a question of law must be accompanied by a memorandum under Rule 7(a) of the Rules of the Circuit Courts of the State of Hawai‘i.

III. ARGUMENT

A. The proposed amendment is procedurally proper under Rule 15(a)(2).

The motion was filed one day after the deadline identified in the Scheduling Order. Defendant contends that filing was timely under Haw. R. Civ. P. 6(a) because September 7, 2026, was Labor Day. Alternatively, Defendant requests an extension under Haw. R. Civ. P. 6(b).

The amendment will clarify Defendant's responses to the Complaint, identify affirmative defenses, state the proposed counterclaims, and identify the additional parties against whom relief is sought. The amendment is not offered for delay. Defendant initiated a meet-and-confer process on September 2, 2026, provided additional information concerning the proposed parties and claims, and attempted to confer before filing.

B. The proposed counterclaims against Plaintiff arise from overlapping events and issues.

Plaintiff's Complaint places at issue Defendant's work involving the Maui Ocean Center, environmental permitting, Permit UM-1954, Ma'alaea-related organizations, and communications concerning those subjects. The proposed counterclaims concern overlapping events, including:

1. the alleged conveyance of aquarium-related biological material to the Ma'alaea Triangle Wastewater Treatment Plant;
2. alleged failure to provide notice or warnings concerning the nature and risks of that material;
3. Defendant's alleged July 2023 exposure and resulting sustained illness;
4. Plaintiff's role in the relevant professional or organizational matters; and
5. communications, causation, fault, and damages.

These allegations present overlapping questions concerning the parties' roles, notice, duties, causation, comparative responsibility, and damages. Defendant contends that the proposed claims satisfy the transaction-or-occurrence and common-question requirements of Haw. R. Civ. P. 20(a) at least in substantial part. Alternatively, Defendant requests severance of any claim the Court determines is unrelated.

To the extent the Court concludes that a particular counterclaim does not arise from the same transaction or occurrence, Defendant requests that the Court sever that claim or order a separate trial under Rules 20(b) and 21.

C. Joinder of the additional parties is authorized by Rules 13(h) and 20.

The proposed additional parties are identified as parties against whom relief is sought, not merely as witnesses.

1. Robin Knox is alleged to have participated in permitting and consultation work relevant to notice, disclosure, and risks associated with the conveyance of aquarium-related biological material to which Defendant was exposed without notice of elevated risk, or consent, in July 2023.
2. Defendant identifies OpenAI OpCo, LLC as the proposed counterclaim defendant and alleges that it provided the relevant service. Defendant will bear the burden of establishing the entity's identity, jurisdiction, and service before pursuing the claim.
3. The County of Maui is alleged to have personnel, systems, or supervisory practices relevant to authorization, transmission, cybersecurity, causation, and damages.
4. The Ma'alaea Wastewater Association is alleged to have participated in organizational events and communications concerning Defendant's removal from Association-related activities.

Rule 13(h) permits joinder of these persons or entities only to the extent the standards of Rule 19 or Rule 20 are met. Defendant does not contend that joinder establishes liability. Each proposed party will retain the right to contest personal jurisdiction, service, venue, arbitration, immunity, statutory prerequisites, causation, sufficiency of the claims, and all other available defenses.

D. Any potential prejudice can be addressed through case management.

Plaintiff may respond to the amended pleading within the time allowed by rule. The Court may also modify discovery deadlines, permit targeted discovery, require separate trials, or sever claims if necessary to prevent delay, prejudice, or expense.

Those measures adequately address any potential prejudice. Denial of amendment would prevent the Court from considering related claims and parties at the pleading stage, while granting leave preserves the ability of each party to challenge the claims through an appropriate motion.

IV. REQUESTED RELIEF

Defendant respectfully requests that the Court:

1. grant leave to file the proposed first amended answer, affirmative defenses, and counterclaims;
2. permit the assertion of counterclaims against Plaintiff and claims against additional parties whose correct legal identities and service information are confirmed before service;
3. authorize Defendant to file and serve the clean amended pleading after entry of the order;
4. require service of process on any newly added party in accordance with the Hawai'i Rules of Civil Procedure;
5. establish deadlines for responses and, if necessary, amend the scheduling order; and
6. alternatively, sever or order separate trials for any claim or party the Court determines should not proceed in the present action.

DATED: Paia, Hawai'i, September 8, 2026.

Respectfully submitted,

/s/ Travis A. Liggett
Travis A. Liggett
Defendant, Pro Se

CERTIFICATE OF SERVICE

I certify that on September 8, 2026, I served a true and correct copy of this Memorandum in Support of Defendant's Motion for Leave to File Amended Answer and Counterclaims and to Join Additional Parties through the Hawai'i Judiciary Electronic Filing System on all parties registered to receive electronic service in this case. The proposed additional parties have not been served because they are not yet parties.

/s/ Travis A. Liggett

Travis A. Liggett

**Electronically Filed
SECOND CIRCUIT
2CCV-25-0003634
08-SEP-2026
09:27 PM
Dkt. 103 EXH**

**EXHIBIT A - DEFENDANT'S PROPOSED FIRST AMENDED ANSWER, AFFIRMATIVE
DEFENSES, AND COUNTERCLAIMS**

Travis A. Liggett
Defendant, Pro Se
PO Box 790484
Paia, HI 96779
(808) 291-9934
travis.liggett@gmail.com

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT
STATE OF HAWAII

TAPANI VUORI, an individual,
Plaintiff,

vs.

TRAVIS LIGGETT, an individual;
and DOE DEFENDANTS 1-10

COUNTERCLAIM PLAINTIFF:
TRAVIS LIGGETT

v.

COUNTERCLAIM DEFENDANTS:
TAPANI VUORI;
ROBIN KNOX;
OPENAI OPCO, LLC;
COUNTY OF MAUI;
MA‘ALAEA WASTEWATER
ASSOCIATION

Civil No. 2CCV-25-0003634
(Other Civil Action)

**DEFENDANT’S PROPOSED FIRST
AMENDED ANSWER, AFFIRMATIVE
DEFENSES, AND COUNTERCLAIMS**

NON-HEARING MOTION

JUDGE: Hon. Michelle L. Drewyer

TRIAL DATE: April 5, 2027 at 9:00 a.m.

**DEFENDANT’S PROPOSED FIRST AMENDED ANSWER, AFFIRMATIVE
DEFENSES, AND COUNTERCLAIMS**

Defendant Travis A. Liggett, appearing pro se, answers Plaintiff’s Complaint as follows. Any allegation not expressly admitted is denied. Where Defendant lacks knowledge or information sufficient to form a belief as to the truth of an allegation, Defendant denies the allegation on that basis.

This proposed pleading responds to Plaintiff’s Complaint filed August 20, 2025, including its allegations in paragraphs 1 through 38 and its seven asserted theories of relief. It is submitted for leave under Haw. R. Civ. P. 15(a). If leave is granted, it will supersede Defendant’s Answer filed December 9, 2025, while preserving and supplementing the defenses stated below. Defendant

does not waive any defense based on personal jurisdiction, service, governmental immunity, arbitration, contractual limitations, statutory prerequisites, or failure to state a claim.

RESPONSES TO NUMBERED ALLEGATIONS

Paragraph 1

Defendant admits that Plaintiff is an individual who resides in Maui County and that Plaintiff has been associated with the Maui Ocean Center and certain Ma‘alaea-related organizations. Defendant denies any remaining characterization or allegation not expressly admitted.

Paragraph 2

Defendant admits that he is an individual residing in Maui County, Hawai‘i. Defendant denies any remaining allegation not expressly admitted.

Paragraph 3

Defendant lacks knowledge or information sufficient to admit or deny the allegations concerning the identities, capacities, and liability of the Doe Defendants and therefore denies those allegations.

Paragraph 4

Defendant admits that this Court has subject-matter jurisdiction over the claims pleaded in the Complaint pursuant to Hawai‘i Revised Statutes §§ 603-21.5 and 603-21.9. Defendant denies any remaining legal conclusion not expressly admitted.

Paragraph 5

Defendant admits that venue is proper in the Second Circuit. Defendant denies any remaining allegation not expressly admitted.

Paragraph 6

Defendant admits that he performed work relating to water-quality permitting for a consultant retained by the Maui Ocean Center. Defendant denies any characterization of the nature, scope, or significance of that work not expressly admitted.

Paragraph 7

Defendant denies the allegation insofar as it minimizes or mischaracterizes the parties' professional, organizational, or community relationships. Defendant admits only that the parties did not have a personal relationship of the type alleged or implied by the Complaint.

Paragraph 8

Defendant denies that he personally drafted, made, or intentionally transmitted the communications alleged to be actionable concerning Plaintiff and matters involving environmental permitting, the Maui Ocean Center, and Plaintiff's immigration or naturalization status.

Defendant denies that he engaged in a calculated or malicious course of conduct, denies that the communications were false or defamatory, and denies each remaining allegation not expressly admitted.

Paragraph 8(a)

Defendant admits that he submitted or was associated with a public-records request concerning Plaintiff's immigration, visa, or naturalization status. Defendant denies that the request constituted defamation, harassment, or evidence of a false claim that Plaintiff was under federal investigation.

Paragraph 8(b)

Defendant admits that communications concerning environmental permitting and the Maui Ocean Center may have been made to some persons or entities. Defendant denies that he falsely claimed that Plaintiff admitted to repeated violations, lied on regulatory filings, or directed illegal discharges. Defendant denies each remaining allegation not expressly admitted.

Paragraph 8(c)

Defendant admits that he participated in or provided information during public proceedings concerning environmental or permitting matters. Defendant denies that he stated or represented that Plaintiff had confessed to criminal permitting violations or would face felony charges, and denies each remaining allegation not expressly admitted.

Paragraph 8(d)

Defendant denies that he intentionally published false allegations in social-media forums or direct communications. Defendant denies each remaining allegation not expressly admitted.

Paragraph 9

Defendant denies the allegations. Defendant lacks sufficient knowledge to admit or deny Plaintiff's assertions concerning the complete status of any investigation, regulatory matter, or alleged infraction and therefore denies those assertions.

Paragraph 10

Defendant denies the allegations. Defendant denies acting with actual knowledge of falsity, reckless disregard for truth, or an intent to damage Plaintiff.

Paragraph 11

Defendant denies that his conduct caused the injuries or damages alleged. Defendant lacks knowledge sufficient to admit or deny the nature, extent, cause, or amount of Plaintiff's alleged emotional, professional, financial, or other damages and therefore denies those allegations.

Paragraph 12

Defendant denies the allegations insofar as they characterize any prior court proceeding, order, or finding. The referenced proceeding and any order entered in it speak for themselves.

Defendant denies any allegation inconsistent with the actual record.

Paragraph 13

Defendant incorporates his responses to paragraphs 1 through 12. Defendant denies that Plaintiff has established the elements of defamation and denies the allegations not expressly admitted.

Paragraph 14

Defendant denies that he published actionable statements without privilege or authorization and denies the allegations not expressly admitted.

Paragraph 15

Defendant denies that any statement was false, defamatory, defamatory per se, or published with actual malice. Defendant denies the allegations not expressly admitted.

Paragraph 16

Defendant denies that Plaintiff suffered legally recoverable damages caused by Defendant and denies the allegations not expressly admitted.

Paragraphs 17 - 20

Defendant incorporates his responses to Paragraphs 1 through 16. Defendant denies that he placed Plaintiff in a false light, that any publication was actionable, or that Plaintiff suffered legally recoverable damages as a result.

Paragraphs 21 - 24

Defendant incorporates his responses to Paragraphs 1 through 20. Defendant denies that his conduct was extreme or outrageous, that he intended to cause severe emotional distress, or that Plaintiff suffered legally recoverable emotional distress caused by Defendant.

Paragraphs 25 - 28

Defendant incorporates his responses to Paragraphs 1 through 24. Defendant denies that he owed Plaintiff the duty alleged, breached any duty, or proximately caused Plaintiff's alleged damages.

Paragraphs 29 - 32

Defendant incorporates his responses to Paragraphs 1 through 28. Defendant denies that Plaintiff had a valid business expectancy with which Defendant intentionally and improperly interfered, and denies causation and damages.

Paragraphs 33 - 34

Defendant incorporates his responses to Paragraphs 1 through 32. Defendant denies that his conduct was willful, wanton, malicious, or in reckless disregard of Plaintiff's rights. Defendant denies that punitive damages are available or warranted.

Paragraphs 35 - 38

Defendant incorporates his responses to Paragraphs 1 through 34. Defendant denies that Plaintiff is entitled to declaratory or injunctive relief. Defendant further denies that an injunction prohibiting speech would be authorized or appropriate under the circumstances.

AFFIRMATIVE DEFENSES

First Affirmative Defense: Failure to State a Claim

The Complaint, in whole or in part, fails to state facts sufficient to constitute a claim upon which relief may be granted.

Second Affirmative Defense: Truth or Substantial Truth

The challenged statements, to the extent actionable, were true or substantially true.

Third Affirmative Defense: Privilege

One or more challenged communications were protected by an applicable absolute or qualified privilege.

Fourth Affirmative Defense: Opinion or Nonactionable Expression

One or more challenged statements were opinions, rhetorical hyperbole, questions, requests for investigation, or otherwise nonactionable expressions rather than actionable statements of fact.

Fifth Affirmative Defense: Failure to Establish Falsity or Fault

Plaintiff cannot establish that any challenged statement was false, or that Defendant acted with the level of fault required for the claim asserted.

Sixth Affirmative Defense: Causation and Damages

Plaintiff cannot establish that Defendant legally caused the damages claimed. The alleged damages are disputed and may be speculative, duplicative, excessive, or caused by other persons or events.

Seventh Affirmative Defense: Failure to Mitigate

Plaintiff's claims and damages are barred or reduced to the extent Plaintiff failed to take reasonable steps to avoid or mitigate alleged damages.

Eighth Affirmative Defense: Statute of Limitations and Laches

One or more claims may be barred, in whole or in part, by the applicable statute of limitations or laches.

Ninth Affirmative Defense: Unclean Hands

Plaintiff's claims for equitable relief are barred or limited to the extent Plaintiff acted inequitably in connection with the matters alleged.

Tenth Affirmative Defense: First Amendment and Speech Protections

Plaintiff's claims are barred or limited to the extent they seek liability for constitutionally protected speech, petitioning activity, public participation, or communications concerning matters of public concern.

Eleventh Affirmative Defense: Failure to Join Necessary Parties

One or more claims may require the joinder of persons necessary for complete relief or whose interests may be affected by the action, subject to Haw. R. Civ. P. 19.

Twelfth Affirmative Defense: Additional Defenses Permitted by Rule.

Defendant presently asserts the defenses stated herein and reserves only those amendments permitted by Haw. R. Civ. P. 15 and other applicable law.

Thirteenth Affirmative Defense: Personal Jurisdiction and Service.

The Court lacks personal jurisdiction over one or more newly added parties unless and until service and jurisdictional requirements are satisfied.

Fourteenth Affirmative Defense: Improper Venue

Venue is improper as to one or more claims or parties to the extent established by the facts and applicable law.

Fifteenth Affirmative Defense: Lack of Standing or Justiciable Controversy

One or more claims are barred because Plaintiff cannot establish standing or an actual justiciable controversy.

Sixteenth Affirmative Defense: Waiver and Estoppel

One or more claims are barred or limited by waiver, estoppel, consent, or course of conduct.

Seventeenth Affirmative Defense: Failure to Join Proper Parties

One or more claims cannot be fully adjudicated without persons or entities whose interests may be affected or whose presence is required for complete relief.

Eighteenth Affirmative Defense: Hawai'i Public Expression Protection Act

To the extent Plaintiff's causes of action are based on Defendant's communications in or concerning governmental proceedings or constitutionally protected speech on matters of public concern, Defendant invokes the protections, procedures, defenses, and relief available under HRS Chapter 634G, the Hawai'i Public Expression Protection Act, to the extent applicable.

COUNTERCLAIMS

Defendant asserts the following counterclaims against Plaintiff Tapani Vuori and the additional counterclaim defendants identified below, subject to the Court's determination under Haw. R. Civ. P. 13(h), Haw. R. Civ. P. 19, and Haw. R. Civ. P. 20.

ADDITIONAL COUNTERCLAIM DEFENDANTS

1. As to Robin Knox, Defendant seeks relief for neglecting to properly consult and advise Plaintiff of requirements to connected systems that would have led to Plaintiff properly disclosing the animal waste conveyance to the Ma'alaea Triangle WWTP so that the operator would have been able to disclose the elevated risk to Defendant, to which Defendant did not consent, and after which Defendant fell very ill. Robin Knox is alleged to have participated in consultation work concerning Maui Ocean Center NPDES permitting relating to UIC Permit UM-1954 and is alleged to have had responsibilities relevant to notice, disclosure, and risk associated with the conveyance of aquarium-related biological material to the Ma'alaea Triangle Wastewater Treatment Plant.
2. As to OpenAI OpCo, LLC, Defendant seeks relief for drafting a harmful message that did not conform to Defendant's specification of "legal and ethical." OPENAI OPCO, LLC, in

providing the relevant ChatGPT service, is alleged to have provided the online service that generated the text of the disputed email and is alleged to bear responsibility relevant to generation, warnings, safeguards, causation, and damages.

Defendant does not allege that joinder itself establishes liability and preserves identification of the proper legal entity through service and discovery.

3. As to the County of Maui, Defendant seeks relief for sending a malicious attachment that compromised Defendant's system(s) prior to future loss of system(s) control connected to the transmission of the harmful immigration-related email message at the center of this case, subject to applicable immunity and statutory prerequisites. Defendant alleges that County personnel, agents, systems, or supervisory practices contributed to or caused the alleged transmission or compromise, subject to applicable governmental-immunity defenses and statutory prerequisites.
4. As to MWA, Defendant seeks relief for the improper initiation of proceedings to remove Defendant from the MWA Board immediately following Defendant's declaration of intent to file an HCRC complaint. Ma'alaea Wastewater Association is alleged to have participated in organizational events and communications concerning Defendant's removal from Association-related activities and is included only to the extent the claims asserted against it are legally ripe and any required administrative prerequisite has been satisfied.

Count I: Negligence

Plaintiff and each additional counterclaim defendant allegedly breached only those duties, if any, specifically applicable to that party's own conduct, role, or relationship to the events alleged. Defendant does not allege that every counterclaim defendant owed the same duty.

Plaintiff and the additional counterclaim defendants breached any applicable duties through separate acts or omissions alleged in this pleading, including failure to disclose or warn concerning material risks, failure to use reasonable care in relevant communications or systems, or other conduct specifically attributable to that party. Defendant alleges that each party's conduct caused or contributed to the injuries and damages alleged.

As a direct and legal result, Defendant suffered personal, medical, economic, and noneconomic damages in an amount to be proven at trial.

Count II: Failure to Warn or Disclose

Plaintiff and the additional counterclaim defendants possessed or should have possessed information concerning the nature, risks, source, handling, or conveyance of the material and events described above. Defendant lacked equal knowledge of those matters and did not consent to undisclosed elevated risks.

Plaintiff and the additional counterclaim defendants failed to provide reasonable warnings or disclosures. That failure caused or contributed to Defendant's alleged exposure and resulting illness, and resulting damages.

Count II is asserted only against Plaintiff and those counterclaim defendants alleged to have possessed, controlled, or owed a legally recognized duty to disclose the information at issue.

Defendant does not presently assert this count against OpenAI OpCo, LLC or the County of Maui unless discovery establishes a legally cognizable duty and any applicable statutory prerequisite.

Count III: Comparative Fault and Contribution in the Alternative

Defendant pleads in the alternative that Plaintiff and one or more counterclaim defendants caused or contributed to the same injuries and damages alleged in Counts I and II. Defendant requests allocation of comparative fault and contribution or indemnity only to the extent authorized by applicable law and only if the legal prerequisites for that relief are satisfied.

PRAYER FOR RELIEF

WHEREFORE, Defendant requests:

- A. judgment against Plaintiff and any counterclaim defendant found liable;
- B. compensatory, economic, noneconomic, medical, and other damages proven at trial;
- C. allocation of comparative fault and contribution or indemnity only to the extent authorized by applicable law;
- D. taxable costs and attorney's fees only to the extent recoverable under an applicable statute, rule, contract, or other legal authority;
- E. denial of Plaintiff's claims for damages, punitive damages, declaratory relief, and injunctive relief; and

F. such other relief as the Court deems just and proper.

DATED: September 8, 2026, at Paia, Hawai‘i.

/s/ Travis A. Liggett
Travis A. Liggett
Defendant, Pro Se
P.O. Box 790484
Paia, Hawai‘i 96779
(808) 291-9934
travis.liggett@gmail.com

CERTIFICATE OF SERVICE

I certify that on September 8, 2026, I served a true and correct copy of this proposed pleading through the Hawai'i Judiciary Electronic Filing System on the parties registered in this action. Because the proposed additional counterclaim defendants are not yet parties, no representation is made that they have been served with process. If leave is granted, Defendant will serve each newly added party as required by the applicable rules.

DATED: September 8, 2026, at Paia, Hawai'i.

/s/ Travis A. Liggett
Travis A. Liggett

**Electronically Filed
SECOND CIRCUIT
2CCV-25-0003634
08-SEP-2026
09:27 PM
Dkt. 104 EXH**

EXHIBIT B - MEET-AND-CONFER CORRESPONDENCE



Travis Liggett <travis.liggett@gmail.com>

Re: Meet and Confer Regarding Joinder Deadline

1 message

Adams, Joseph <joseph.adams@dentons.com>

Tue, Sep 8, 2026 at 1:56 PM

To: Travis Liggett <travis.liggett@gmail.com>

Cc: "Johnson, Michael" <michael.johnson@dentons.com>, "Rooney, James W." <james.rooney@dentons.com>

Stop spamming my inbox with AI generated messages. You're not reading the rules correctly. We do not trust you. You need the Court's permission to file- not ours.

Joseph Adams

 +1 808 441 6211

From: Travis Liggett <travis.liggett@gmail.com>**Sent:** Tuesday, 08 September 2026 13:33:00**To:** Adams, Joseph <joseph.adams@dentons.com>**Cc:** Johnson, Michael <michael.johnson@dentons.com>; Rooney, James W.

<james.rooney@dentons.com>

Subject: Re: Meet and Confer Regarding Joinder Deadline**[WARNING: EXTERNAL SENDER]**

Counsel,

Thank you for your response. The Court's attached order states: "Parties are to meet and confer before filing any document or motion with the court other than an answer, in good faith." It does not state that I must obtain opposing counsel's permission or approval before filing.

I remain fully open to meeting and conferring by phone, video, or email until 3:30 p.m. today. My urgency is in good faith and solely to preserve the Court's amendment and joinder deadline while complying with the Court's meet-and-confer requirement.

Respectfully,

Travis A. Liggett

I'm including an earlier reply below this message, in case you missed it.

From: Travis Liggett <travis.liggett@gmail.com>**Date:** Tue, Sep 8, 2026 at 12:54 PM**Subject:** Re: Meet and Confer Regarding Joinder Deadline**To:** Johnson, Michael <michael.johnson@dentons.com>**Cc:** Adams, Joseph <joseph.adams@dentons.com>, Rooney, James W. <james.rooney@dentons.com>

Counsel,

Apologies for the capitalization typo in my greeting, and please allow me to restate my sentence below * for the

record:

If I do not hear from you, I will understand that opposing counsel has declined my multiple offers to meet and confer.

I would much prefer to receive a disposition from you on the proposed joinder and counterclaims first, rather than make another filing without your feedback.

I hope you weathered the storm okay, if you are in HI.

Respectfully,
Travis Liggett
(808) 291-9934

On Tue, Sep 8, 2026 at 12:55 PM Adams, Joseph <joseph.adams@dentons.com> wrote:

You are misinterpreting the rules and deadlines. Due to repeated prior improper motions and attacks in this case, you have been ordered by the court to seek permission before you file any motions. Your last minute spamming of our inboxes with offers to meet over the three day weekend are not reasonable or coherent. We continue urge you to retain an attorney in this case.

Joseph Adams

 +1 808 441 6211

From: Travis Liggett <travis.liggett@gmail.com>
Sent: Tuesday, 08 September 2026 12:44:00
To: Johnson, Michael <michael.johnson@dentons.com>
Cc: Adams, Joseph <joseph.adams@dentons.com>; Rooney, James W. <james.rooney@dentons.com>
Subject: Re: Meet and Confer Regarding Joinder Deadline

[WARNING: EXTERNAL SENDER]

Aloha COounsel,

I plan to wait until the end of the afternoon a short while before the clerk's office closes on the outside chance that you may accept my invitation to meet and confer, via conference or email, per the court order, on my proposed joinder and counterclaim, or a request for a stay to allow for mediation, which is probably too late at this hour.

I will try to pay attention to notices or a time to talk. If I do not hear from you, I will interpret that as a final answer from opposing counsel to decline my multiple offers of meet and confer.

Please feel free to call (808) 291-9934 without an appointment if you find time to talk.

Respectfully,
Travis Liggett

On Tue, Sep 8, 2026 at 8:00 AM Travis Liggett <travis.liggett@gmail.com> wrote:

Counsel,

I am sending another message to request a phone or videoconference-based meet and confer regarding the five proposed joinder/counterclaim matters I have identified in this thread.

I plan to wait until at least 12:00 noon HT today to hear whether you would like to communicate before the end of this calendar day, September 8, about a proposed motion to amend my answer and assert counterclaims and/or join additional parties, as described in this thread.

I plan to stay available all day today for this, except for the first half of the morning when I have an urgent medical diagnostic appointment. I remain open to meet and confer via live conference or email.

Respectfully,
Travis A. Liggett
(808) 291-9934

On Sun, Sep 6, 2026 at 2:13 PM Travis Liggett <travis.liggett@gmail.com> wrote:

Aloha Counsel,

I am writing to clarify that I plan to stay available anytime from 10:00 a.m. until the evening to meet and confer about my contemplated joinders, or a joint request for a stay of proceedings to allow for mediation, except I have a prior appointment from 12:30 until 1:30 p.m. on Monday, September 7, when I will not be available.

Please let me know if there is a time when you may be willing to meet and confer via phone or video conference, or feel free to continue with meet and confer via email.

Respectfully,

Travis A. Liggett
+1 (808) 291-9934

On Sun, Sep 6, 2026 at 9:00 AM Travis Liggett <travis.liggett@gmail.com> wrote:

Counsel,

Below are three additional persons or entities proposed for discussion during the meet-and-confer.

3. OpenAI and any legally responsible entity involved in providing the relevant ChatGPT service. OpenAI and any legally responsible entity involved in providing the relevant ChatGPT service may be relevant because I allege that the platform generated the text of the message at issue in this case, which was inconsistent with my requested "legal and ethical" specification. I detected the potential harm in real time and subsequently canceled the scheduled message in Gmail. Potential claims include negligence and claims relating to allegedly inadequate testing, safeguards, or warnings, and resulting damages.

4. County of Maui. Bill Snipes, whom I understand to have been associated with South Maui Council Member Thomas Cook and the County of Maui, sent me an email before the incident at issue. After I identified its suspicious attachment, the sender, or a person controlling or impersonating the sender, encouraged me to open the suspicious attachment. I allege that my system thereafter displayed multiple indications of compromise, including actions taken against my will relating to the separate message at issue in this case, which I allege was sent without my authorization in a spoofing-type attack. The County may be legally responsible for, and is potentially relevant to, the claims, defenses, causation, and damages arising from that incident. I reserve the right to seek relevant account, transmission, and technical records from Google, including Gmail account and transmission records.

5. Mā'alaea Wastewater Association. MWA may be legally liable for claims arising from the email message at issue, which I allege was intended to deter my proposed removal from the MWA Board. I allege that the proposed removal itself was retaliatory and connected to my discrimination complaint. I anticipate asserting any appropriate related claims after the Hawai'i Civil Rights Commission completes its process and issues an applicable right-to-sue letter.

These proposed parties and related claims may implicate Hawai'i Rules of Civil Procedure 19 and/or Hawai'i Rules of Civil Procedure 20, as applicable. Hawai'i Rules of Civil Procedure 13(h) may also be relevant to adding parties to any properly asserted counterclaim or cross-claim.

I reserve all claims, defenses, and objections, including any request for severance or a stay if the Court determines that any proposed claims should proceed separately.

This summary is provided solely to facilitate discussion and does not waive any claim, defense, objection, or position. I am generally available by phone or videoconference at 10:00 a.m. Hawai'i time or later and remain available to continue the meet-and-confer by email. Please suggest a time, and I will confirm my availability.

Respectfully,

Travis A. Liggett

+1 (808) 291-9934

On Sat, Sep 5, 2026 at 10:18 AM Travis Liggett <travis.liggett@gmail.com> wrote:
Counsel,

I plan to stay available for an email, phone or video conference opportunity to fulfill the meet & confer requirement relating to the below proposed joinders.

Please let me know if you may have time to communicate before September 7, at 10:00 a.m. HT or later, with afternoons preferred, or please feel free to respond via email anytime to continue with the court's meet and confer requirement.

Respectfully,

Travis Liggett

+1 (808) 291-9934

On Fri, Sep 4, 2026 at 1:18 PM Travis Liggett <travis.liggett@gmail.com> wrote:

Counsel,

I understand your request for advance identification of: (1) the party or parties being considered for joinder; (2) the factual and legal grounds for proposed joinder; and (3) the claims or defenses supporting joinder.

I have included below a concise summary of those matters and would have preferred to deliver it in the context of the meet and confer so that I can explain the relevant circumstances and address any questions as they arise. I believe that approach would facilitate a more focused and productive discussion.

To facilitate the meet and confer, I identify a potential additional party, related potential counterclaims against Plaintiff, and the preliminary bases as follows:

1. **Robin Knox.** Ms. Knox is an NPDES permit expert who oversaw permit work in which I assisted, including my oversight of developing a flow diagram for the Maui Ocean Center aquarium facilities. The proposed claims concern, among other things, her alleged failure to consult adequately with Plaintiff regarding requirements associated with Permit UM-1954 that may have led to appropriate examination and disclosure of elevated risks associated with animal waste to potential treatment plant tour participants.
2. **Tapani Vuori.** The proposed counterclaims concern Mr. Vuori's alleged nondisclosure to the plant operator of animal waste associated with alleged noncompliance under Permit UM-1954, my exposure to material potentially containing that animal waste during a July 2023 plant tour, and the severe and continuing illness that followed. Relevant issues include the operator's lack of knowledge or notice, which precluded the possibility of disclosure of elevated risk to treatment plant visitors, and my heightened individual genetic susceptibility. I allege that the nondisclosure to the operator contributed to my aerosolized sludge droplet exposure at the Mā'ala'ala Triangle WWTP to biologically active material presenting an elevated level of risk compared to the permitted use of human waste only, an elevated risk that I did not understand at the time, and to

which I did not consent, further compounded by my individual genetic conditions.

Potential counterclaims against Plaintiff would be governed by HRCF Rule 13. Ms. Knox may be added to such counterclaims under HRCF Rule 13(h), in accordance with Rules 19 and/or 20, with any necessary amendment governed by Rule 15. Related claims and defenses may include negligence, failure to warn or disclose, duty, causation, foreseeability, comparative fault, knowledge or notice, and damages. Alternatively, a joint stay of proceedings could be requested, to allow these matters to be resolved in mediation.

I would prefer to address these matters in context during the meet and confer, but I am also willing to proceed by email and continue the discussion in writing. Please confirm whether 3:00 p.m. HST today remains available, or propose another time before the September 7 deadline to discuss via phone or videoconference.

This preliminary summary is provided solely to facilitate discussion and does not waive any claim, defense, objection, or position.

Regarding mediation, I remain available for October 29, 2026, at 2:00 p.m. HT, and have communicated my availability to the mediation organization.

Respectfully,

Travis A. Liggett
[+1 \(808\) 291-9934](tel:+18082919934)

On Fri, Sep 4, 2026 at 11:40 AM Johnson, Michael <michael.johnson@dentons.com> wrote:

Mr. Liggett,

You are expected to comply with the same rules and procedural obligations that apply to all litigants, including civility in dealings with opposing counsel. It is common courtesy to provide the information we have requested so that all parties can prepare, rather than requiring us to block off valuable time in our schedules and incur fees to our client without knowing what you intend to raise.

As stated in our September 2 correspondence, we requested that you identify in advance: (1) the party or parties you are considering for joinder; (2) the legal and factual basis for the proposed joinder; and (3) the claims or defenses you believe support the addition of any party. You have declined to provide this basic information. Without it, we are unable to engage in a productive meet and confer, and I am unable to confirm for today's call.

Separately, we have received no confirmation of your availability for mediation. As stated in our previous email, the Center has offered October 27, 28, or 29, 2026, and we have confirmed availability for October 28 or 29. Please confirm your availability with the Center promptly so that mediation may proceed.

Respectfully,

Michael Johnson

Michael Johnson

 +1 808 441 6162

From: Travis Liggett <travis.liggett@gmail.com>
Sent: Friday, September 04, 2026 9:06 AM
To: Johnson, Michael <michael.johnson@dentons.com>
Cc: Adams, Joseph <joseph.adams@dentons.com>; Rooney, James W. <james.rooney@dentons.com>
Subject: Re: Meet and Confer Regarding Joinder Deadline

[WARNING: EXTERNAL SENDER]

Mr. Johnson,

I'm writing to ask if you would kindly confirm for today at 3:00 p.m.

Respectfully,

Travis Liggett

[+1 \(808\) 291-9934](tel:+18082919934)

On Thu, Sep 3, 2026 at 2:33 PM Travis Liggett <travis.liggett@gmail.com> wrote:

Mr. Johnson,

Thank you for your September 2, 2026, 11:17 a.m. email. I appreciate your request for an advance written summary concerning potential joinder or stay. I do not believe a separate pre-conference submission is necessary for purposes of the meet and confer. I will, however, have a concise written summary prepared and will share my screen during the conference so that the parties can address the relevant proposed parties, grounds, and related issues, or the option to jointly request a stay with the court, in an orderly manner.

Below, please find the Zoom link for 3:00 p.m. HST on September 4, as offered in your September 2 email:

Regards,

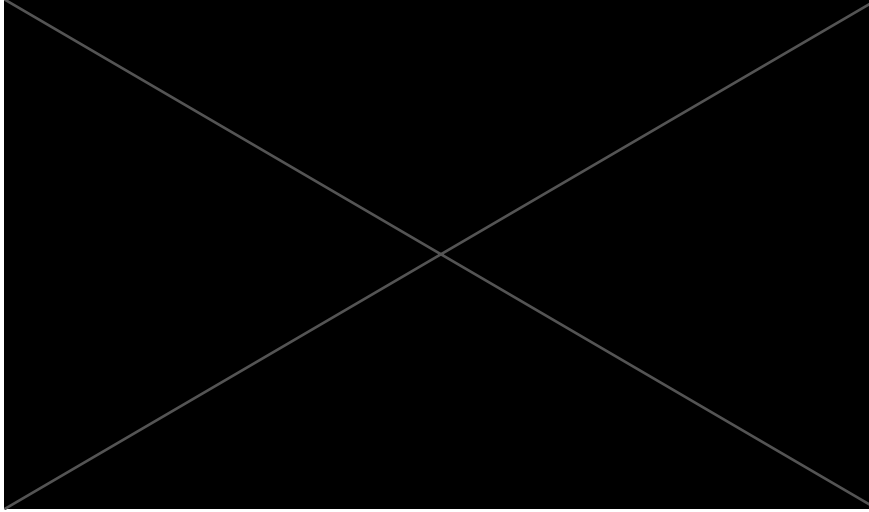
[+1 \(808\) 291-9934](tel:+18082919934)

Travis A. Liggett, MS

Topic: Counsel Meet & Confer re: joinder or stay

Time: Sep 4, 2026 03:00 PM Hawaii

Join Zoom Meeting



On Wed, Sep 2, 2026 at 11:17 AM Johnson, Michael <michael.johnson@dentons.com> wrote:

Mr. Ligget,

Thank you for your email.

We are available to confer as you have requested on Friday, September 4, 2026, and are available at 1:00 p.m., 2:00 p.m., or 3:00 p.m. HST via teleconference. Please let us know which time works best for your schedule.

To ensure a productive discussion, we would appreciate it if you could provide in advance: (1) the party or parties you are considering for joinder; (2) the legal and factual basis for the proposed joinder; and (3) the claims or defenses you believe support the addition of any party. Please provide this information by close of business on September 3, 2026. Absent this information, it is unlikely that a productive meet-and-confer will occur.

Regarding your alternative proposal for a joint stay of proceedings, we cannot evaluate that request without understanding the specifics of the proposed joinder. We will be happy to consider your proposal once we have received the information requested above.

Regarding mediation, we want to ensure you are aware of the current scheduling status. The Center was unable to confirm your availability for the previously proposed September 29, 2026 date and has since offered new dates: October 27, 28, or 29, 2026. Plaintiff has confirmed availability for October 28 or 29. We would appreciate your prompt confirmation with the Center

so that mediation may proceed as scheduled.

Plaintiff reserves all rights and does not waive any objections to any motion for joinder or other relief you may seek.

Respectfully,

Michael Johnson

Michael Johnson



+1 808 441 6162

From: Travis Liggett <travis.liggett@gmail.com>
Sent: Wednesday, September 02, 2026 9:18 AM
To: Adams, Joseph <joseph.adams@dentons.com>; Rooney, James W. <james.rooney@dentons.com>; Johnson, Michael <michael.johnson@dentons.com>
Subject: Meet and Confer Regarding Joinder Deadline

[WARNING: EXTERNAL SENDER]

Counsel,

In light of the September 7 deadline for motions to join additional parties under the Scheduling Order, and the recent appearance of Michael Johnson, I propose a prompt meet-and-confer regarding potential joinder.

I raise this solely because the extraordinary delay in accessing court-ordered mediation has effectively exhausted the available time. To minimize costs and stress for all involved, I would alternatively be amenable to the parties jointly requesting a stay of proceedings, in which event I would not be inclined to pursue joinder.

Please advise of your availability to confer before September 7. I prefer afternoon meeting times and am available at 10:00 a.m. Hawaii time or later.

Regards,

Travis A. Liggett, MS

[+1 \(808\) 291-9934](tel:+18082919934)

ATTACHMENT 1 TO EXHIBIT B - REFERENCED MINUTE ORDER

72	*MINH	*MINH 8:55am-9:11am **Minute Order** Mr. Liggett apprised court of conflict of interest filing this morning. Motion untimely filed for today's hearing. As to Motion to Set Aside Default Judgement; Court places findings on record. Defendant to review HRS 34-634 (j) re: vexatious litigant. Motion to Set Aside Default Judgement- GRANTED with stipulations. Stipulations are Defendant to file Answer which is due in 20 days; Parties may not use AI generated filings unless they are thoroughly researched checked and verified, Court reserves right to impose sanctions; Parties are to meet and confer before filing any document or motion with the court other than an answer, in good faith; Parties are to comply with Rule 11 and pro se obligations to follow rules of evidence and civil procedures, doctor's note to be submitted to the court with specific date and time if needed. Parties ordered to mediation. Scheduling conference set for 2/12/26 at 9:00am #4. Scheduling order to be prepared on 2/12/26.	Joseph B. Adams Keoni Williams James Rooney	20-NOV-2025	09:00:00	N	N
----	-------	---	--	-------------	----------	---	---

Electronically Filed
SECOND CIRCUIT
2CCV-25-0003634
08-SEP-2026
09:27 PM
Dkt. 105 EXH

**EXHIBIT C - DEFENDANT'S PROPOSED FIRST AMENDED ANSWER, AFFIRMATIVE
DEFENSES, AND COUNTERCLAIMS - RAMSEYER FORMAT**

Travis A. Liggett
Defendant, Pro Se
PO Box 790484
Paia, HI 96779
(808) 291-9934
travis.liggett@gmail.com

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT
STATE OF HAWAII

TAPANI VUORI, an individual,
Plaintiff,

vs.

TRAVIS LIGGETT, an individual;
and DOE DEFENDANTS 1-10

COUNTERCLAIM PLAINTIFF:
TRAVIS LIGGETT

v.

COUNTERCLAIM DEFENDANTS:
TAPANI VUORI;
ROBIN KNOX;
OPENAI OPCO, LLC;
COUNTY OF MAUI;
MA'ALAEA WASTEWATER
ASSOCIATION

Civil No. 2CCV-25-0003634
(Other Civil Action)

**DEFENDANT'S PROPOSED FIRST
AMENDED ANSWER, AFFIRMATIVE
DEFENSES, AND COUNTERCLAIMS
(RAMSEYER FORMAT)**

NON-HEARING MOTION

JUDGE: Hon. Michelle L. Drewyer

TRIAL DATE: April 5, 2027 at 9:00 a.m.

**DEFENDANT'S PROPOSED FIRST AMENDED ANSWER, AFFIRMATIVE DEFENSES,
AND COUNTERCLAIMS**

(Additions underscored; deletions bracketed and stricken)

~~[COMES NOW Defendant Travis Liggett, Pro Se, and for an Answer to the Complaint filed herein,~~
~~states as follows:]~~

Defendant Travis A. Liggett, appearing pro se, answers Plaintiff's Complaint as follows. Any
allegation not expressly admitted is denied. Where Defendant lacks knowledge or information
sufficient to form a belief as to the truth of an allegation, Defendant denies the allegation on that
basis.

This proposed pleading responds to Plaintiff's Complaint filed August 20, 2025, including its
allegations in paragraphs 1 through 38 and its seven asserted theories of relief. It is submitted for
leave under Haw. R. Civ. P. 15(a). If leave is granted, it will supersede Defendant's Answer filed
December 9, 2025, while preserving and supplementing the defenses stated below. Defendant does
not waive any defense based on personal jurisdiction, service, governmental immunity, arbitration,
contractual limitations, statutory prerequisites, or failure to state a claim.

[GENERAL DENIAL]

[Defendant generally denies each and every allegation of the Complaint.]

RESPONSES TO NUMBERED ALLEGATIONS

Paragraph 1

Defendant admits that Plaintiff is an individual who resides in Maui County and that Plaintiff has been associated with the Maui Ocean Center and certain Ma‘alaea-related organizations. Defendant denies any remaining characterization or allegation not expressly admitted.

Paragraph 2

Defendant admits that he is an individual residing in Maui County, Hawai‘i. Defendant denies any remaining allegation not expressly admitted.

Paragraph 3

Defendant lacks knowledge or information sufficient to admit or deny the allegations concerning the identities, capacities, and liability of the Doe Defendants and therefore denies those allegations.

Paragraph 4

Defendant admits that this Court has subject-matter jurisdiction over the claims pleaded in the Complaint pursuant to Hawai‘i Revised Statutes §§ 603-21.5 and 603-21.9. Defendant denies any remaining legal conclusion not expressly admitted.

Paragraph 5

Defendant admits that venue is proper in the Second Circuit. Defendant denies any remaining allegation not expressly admitted.

Paragraph 6

Defendant admits that he performed work relating to water-quality permitting for a consultant retained by the Maui Ocean Center. Defendant denies any characterization of the nature, scope, or significance of that work not expressly admitted.

Paragraph 7

Defendant denies the allegation insofar as it minimizes or mischaracterizes the parties’ professional, organizational, or community relationships. Defendant admits only that the parties did not have a personal relationship of the type alleged or implied by the Complaint.

Paragraph 8

Defendant denies that he personally drafted, made, or intentionally transmitted the communications alleged to be actionable concerning Plaintiff and matters involving environmental permitting, the Maui Ocean Center, and Plaintiff’s immigration or naturalization status. Defendant denies that he engaged in a calculated or malicious course of conduct, denies that the communications were false or defamatory, and denies each remaining allegation not expressly admitted.

Paragraph 8(a)

Defendant admits that he submitted or was associated with a public-records request concerning Plaintiff’s immigration, visa, or naturalization status. Defendant denies that the request constituted defamation, harassment, or evidence of a false claim that Plaintiff was under federal investigation.

Paragraph 8(b)

Defendant admits that communications concerning environmental permitting and the Maui Ocean Center may have been made to some persons or entities. Defendant denies that he falsely claimed that Plaintiff admitted to repeated violations, lied on regulatory filings, or directed illegal discharges. Defendant denies each remaining allegation not expressly admitted.

Paragraph 8(c)

Defendant admits that he participated in or provided information during public proceedings concerning environmental or permitting matters. Defendant denies that he stated or represented that

Plaintiff had confessed to criminal permitting violations or would face felony charges, and denies each remaining allegation not expressly admitted.

Paragraph 8(d)

Defendant denies that he intentionally published false allegations in social-media forums or direct communications. Defendant denies each remaining allegation not expressly admitted.

Paragraph 9

Defendant denies the allegations. Defendant lacks sufficient knowledge to admit or deny Plaintiff's assertions concerning the complete status of any investigation, regulatory matter, or alleged infraction and therefore denies those assertions.

Paragraph 10

Defendant denies the allegations. Defendant denies acting with actual knowledge of falsity, reckless disregard for truth, or an intent to damage Plaintiff.

Paragraph 11

Defendant denies that his conduct caused the injuries or damages alleged. Defendant lacks knowledge sufficient to admit or deny the nature, extent, cause, or amount of Plaintiff's alleged emotional, professional, financial, or other damages and therefore denies those allegations.

Paragraph 12

Defendant denies the allegations insofar as they characterize any prior court proceeding, order, or finding. The referenced proceeding and any order entered in it speak for themselves. Defendant denies any allegation inconsistent with the actual record.

Paragraph 13

Defendant incorporates his responses to paragraphs 1 through 12. Defendant denies that Plaintiff has established the elements of defamation and denies the allegations not expressly admitted.

Paragraph 14

Defendant denies that he published actionable statements without privilege or authorization and denies the allegations not expressly admitted.

Paragraph 15

Defendant denies that any statement was false, defamatory, defamatory per se, or published with actual malice. Defendant denies the allegations not expressly admitted.

Paragraph 16

Defendant denies that Plaintiff suffered legally recoverable damages caused by Defendant and denies the allegations not expressly admitted.

Paragraphs 17 - 20

Defendant incorporates his responses to Paragraphs 1 through 16. Defendant denies that he placed Plaintiff in a false light, that any publication was actionable, or that Plaintiff suffered legally recoverable damages as a result.

Paragraphs 21 - 24

Defendant incorporates his responses to Paragraphs 1 through 20. Defendant denies that his conduct was extreme or outrageous, that he intended to cause severe emotional distress, or that Plaintiff suffered legally recoverable emotional distress caused by Defendant.

Paragraphs 25 - 28

Defendant incorporates his responses to Paragraphs 1 through 24. Defendant denies that he owed Plaintiff the duty alleged, breached any duty, or proximately caused Plaintiff's alleged damages.

Paragraphs 29 - 32

Defendant incorporates his responses to Paragraphs 1 through 28. Defendant denies that Plaintiff had a valid business expectancy with which Defendant intentionally and improperly interfered, and denies causation and damages.

Paragraphs 33 - 34

Defendant incorporates his responses to Paragraphs 1 through 32. Defendant denies that his conduct was willful, wanton, malicious, or in reckless disregard of Plaintiff's rights. Defendant denies that punitive damages are available or warranted.

Paragraphs 35 - 38

Defendant incorporates his responses to Paragraphs 1 through 34. Defendant denies that Plaintiff is entitled to declaratory or injunctive relief. Defendant further denies that an injunction prohibiting speech would be authorized or appropriate under the circumstances.

[AFFIRMATIVE DEFENSES]

[Defendant specifically pleads the following affirmative defenses: absence of any justiciable controversy, absence of damages, accord and satisfaction, against public policy, anticipatory or repudiatory breach, estoppel, failure of consideration, failure to join proper parties, failure to state facts upon which relief can be granted, unjustified or unexcused failure to perform, forum non conveniens, frustration of purpose, impossibility or impracticability, improper venue, invalidity, laches, lack of jurisdiction, lack of standing, mistake, modification, novation, offset, performance excused, prejudice, statute of frauds, statute of limitations, unclean hands, unconscionability, unjust enrichment, and waiver.]

AFFIRMATIVE DEFENSES

First Affirmative Defense: Failure to State a Claim

The Complaint, in whole or in part, fails to state facts sufficient to constitute a claim upon which relief may be granted.

Second Affirmative Defense: Truth or Substantial Truth

The challenged statements, to the extent actionable, were true or substantially true.

Third Affirmative Defense: Privilege

One or more challenged communications were protected by an applicable absolute or qualified privilege.

Fourth Affirmative Defense: Opinion or Nonactionable Expression

One or more challenged statements were opinions, rhetorical hyperbole, questions, requests for investigation, or otherwise nonactionable expressions rather than actionable statements of fact.

Fifth Affirmative Defense: Failure to Establish Falsity or Fault

Plaintiff cannot establish that any challenged statement was false, or that Defendant acted with the level of fault required for the claim asserted.

Sixth Affirmative Defense: Causation and Damages

Plaintiff cannot establish that Defendant legally caused the damages claimed. The alleged damages are disputed and may be speculative, duplicative, excessive, or caused by other persons or events.

Seventh Affirmative Defense: Failure to Mitigate

Plaintiff's claims and damages are barred or reduced to the extent Plaintiff failed to take reasonable steps to avoid or mitigate alleged damages.

Eighth Affirmative Defense: Statute of Limitations and Laches

One or more claims may be barred, in whole or in part, by the applicable statute of limitations or laches.

Ninth Affirmative Defense: Unclean Hands

Plaintiff's claims for equitable relief are barred or limited to the extent Plaintiff acted inequitably in connection with the matters alleged.

Tenth Affirmative Defense: First Amendment and Speech Protections

Plaintiff's claims are barred or limited to the extent they seek liability for constitutionally protected speech, petitioning activity, public participation, or communications concerning matters of public concern.

Eleventh Affirmative Defense: Failure to Join Necessary Parties

One or more claims may require the joinder of persons necessary for complete relief or whose interests may be affected by the action, subject to Haw. R. Civ. P. 19.

Twelfth Affirmative Defense: Additional Defenses Permitted by Rule.

Defendant presently asserts the defenses stated herein and reserves only those amendments permitted by Haw. R. Civ. P. 15 and other applicable law.

Thirteenth Affirmative Defense: Personal Jurisdiction and Service.

The Court lacks personal jurisdiction over one or more newly added parties unless and until service and jurisdictional requirements are satisfied.

Fourteenth Affirmative Defense: Improper Venue

Venue is improper as to one or more claims or parties to the extent established by the facts and applicable law.

Fifteenth Affirmative Defense: Lack of Standing or Justiciable Controversy

One or more claims are barred because Plaintiff cannot establish standing or an actual justiciable controversy.

Sixteenth Affirmative Defense: Waiver and Estoppel

One or more claims are barred or limited by waiver, estoppel, consent, or course of conduct.

Seventeenth Affirmative Defense: Failure to Join Proper Parties

One or more claims cannot be fully adjudicated without persons or entities whose interests may be affected or whose presence is required for complete relief.

Eighteenth Affirmative Defense: Hawai'i Public Expression Protection Act

To the extent Plaintiff's causes of action are based on Defendant's communications in or concerning governmental proceedings or constitutionally protected speech on matters of public concern, Defendant invokes the protections, procedures, defenses, and relief available under HRS Chapter 634G, the Hawai'i Public Expression Protection Act, to the extent applicable.

[SPECIAL DEFENSES]

~~[Defendant intends to continue to pursue dismissal or stay of this matter under the Hawai'i Public Expression Protection Act and applicable Hawai'i anti-SLAPP law. As Docket Number 15, a Special Motion to Dismiss Complaint with Prejudice was timely filed on September 22, 2025, and was denied on October 8, 2025 on mootness grounds due to a Default Judgment entered that same day. Defendant intends to pursue any relief still available on the merits.]~~

[ADDITIONAL DEFENSES]

~~[Defendant asserts the right to raise any other defense which may prove to be applicable under the facts of this case as they are revealed.]~~

[INTENTION TO MEDIATE]

~~[As far as possible within his means, Defendant intends to cooperate with court-ordered mediation and other alternative dispute resolution.]~~

COUNTERCLAIMS

Defendant asserts the following counterclaims against Plaintiff Tapani Vuori and the additional counterclaim defendants identified below, subject to the Court's determination under Haw. R. Civ. P. 13(h), Haw. R. Civ. P. 19, and Haw. R. Civ. P. 20.

ADDITIONAL COUNTERCLAIM DEFENDANTS

1. As to Robin Knox, Defendant seeks relief for neglecting to properly consult and advise Plaintiff of requirements to connected systems that would have led to Plaintiff properly disclosing the animal waste conveyance to the Ma'alaea Triangle WWTP so that the operator would have been able to disclose the elevated risk to Defendant, to which Defendant did not consent, and after which Defendant fell very ill. Robin Knox is alleged to have participated in consultation work concerning Maui Ocean Center NPDES permitting relating to UIC Permit UM-1954 and is alleged to have had responsibilities relevant to notice, disclosure, and risk associated with the conveyance of aquarium-related biological material to the Ma'alaea Triangle Wastewater Treatment Plant.
2. As to OpenAI OpCo, LLC, Defendant seeks relief for drafting a harmful message that did not conform to Defendant's specification of "legal and ethical." OPENAI OPCO, LLC, in providing the relevant ChatGPT service, is alleged to have provided the online service that generated the text of the disputed email and is alleged to bear responsibility relevant to generation, warnings, safeguards, causation, and damages.
Defendant does not allege that joinder itself establishes liability and preserves identification of the proper legal entity through service and discovery.
3. As to the County of Maui, Defendant seeks relief for sending a malicious attachment that compromised Defendant's system(s) prior to future loss of system(s) control connected to the transmission of the harmful immigration-related email message at the center of this case, subject to applicable immunity and statutory prerequisites. Defendant alleges that County personnel, agents, systems, or supervisory practices contributed to or caused the alleged transmission or compromise, subject to applicable governmental-immunity defenses and statutory prerequisites.
4. As to MWA, Defendant seeks relief for the improper initiation of proceedings to remove Defendant from the MWA Board immediately following Defendant's declaration of intent to file an HCRC complaint. Ma'alaea Wastewater Association is alleged to have participated in organizational events and communications concerning Defendant's removal from Association-related activities and is included only to the extent the claims asserted against it are legally ripe and any required administrative prerequisite has been satisfied.

Count I: Negligence

Plaintiff and each additional counterclaim defendant allegedly breached only those duties, if any, specifically applicable to that party's own conduct, role, or relationship to the events alleged. Defendant does not allege that every counterclaim defendant owed the same duty.

Plaintiff and the additional counterclaim defendants breached any applicable duties through separate acts or omissions alleged in this pleading, including failure to disclose or warn concerning material risks, failure to use reasonable care in relevant communications or systems, or other conduct specifically attributable to that party. Defendant alleges that each party's conduct caused or contributed to the injuries and damages alleged.

As a direct and legal result, Defendant suffered personal, medical, economic, and noneconomic damages in an amount to be proven at trial.

Count II: Failure to Warn or Disclose

Plaintiff and the additional counterclaim defendants possessed or should have possessed information concerning the nature, risks, source, handling, or conveyance of the material and events described above. Defendant lacked equal knowledge of those matters and did not consent to undisclosed elevated risks.

Plaintiff and the additional counterclaim defendants failed to provide reasonable warnings or disclosures. That failure caused or contributed to Defendant's alleged exposure and resulting illness, and resulting damages.

Count II is asserted only against Plaintiff and those counterclaim defendants alleged to have possessed, controlled, or owed a legally recognized duty to disclose the information at issue.

Defendant does not presently assert this count against OpenAI OpCo, LLC or the County of Maui unless discovery establishes a legally cognizable duty and any applicable statutory prerequisite.

Count III: Comparative Fault and Contribution in the Alternative

Defendant pleads in the alternative that Plaintiff and one or more counterclaim defendants caused or contributed to the same injuries and damages alleged in Counts I and II. Defendant requests allocation of comparative fault and contribution or indemnity only to the extent authorized by applicable law and only if the legal prerequisites for that relief are satisfied.

[PRAYER FOR RELIEF]

[WHEREUPON, Defendant prays for relief as follows:]

[A. That the Complaint be dismissed with prejudice.]

[B. That Defendant be awarded all reasonable attorney fees and costs incurred in defending this action.]

[C. Such other and further relief as the Court deems appropriate.]

PRAYER FOR RELIEF

WHEREFORE, Defendant requests:

A. judgment against Plaintiff and any counterclaim defendant found liable;

B. compensatory, economic, noneconomic, medical, and other damages proven at trial;

C. allocation of comparative fault and contribution or indemnity only to the extent authorized by applicable law;

D. taxable costs and attorney's fees only to the extent recoverable under an applicable statute, rule, contract, or other legal authority;

E. denial of Plaintiff's claims for damages, punitive damages, declaratory relief, and injunctive relief; and

F. such other relief as the Court deems just and proper.

[Dated: Paia, Hawai'i, December 9, 2025]

DATED: September 8, 2026, at Paia, Hawai'i.

/s/ Travis A. Liggett

Travis A. Liggett

Defendant, Pro Se

P.O. Box 790484

Paia, Hawai'i 96779

(808) 291-9934

travis.liggett@gmail.com

[CERTIFICATE OF SERVICE]

~~[I hereby certify that on December 9, 2025, the foregoing document was served electronically through the Judiciary Electronic Filing System (JEFS) on all registered users in this case.]~~

CERTIFICATE OF SERVICE

I certify that on September 8, 2026, I served a true and correct copy of this proposed pleading through the Hawai'i Judiciary Electronic Filing System on the parties registered in this action. Because the proposed additional counterclaim defendants are not yet parties, no representation is made that they have been served with process. If leave is granted, Defendant will serve each newly added party as required by the applicable rules.

DATED: September 8, 2026, at Paia, Hawai'i.

/s/ Travis A. Liggett

Travis A. Liggett

Travis A. Liggett
Defendant, Pro Se
PO Box 790484
Paia, HI 96779
+1 (808) 291-9934
travis.liggett@gmail.com

Electronically Filed
SECOND CIRCUIT
2CCV-25-0003634
08-SEP-2026
09:27 PM
Dkt. 106 PORD

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT
STATE OF HAWAII

TAPANI VUORI, an individual,
Plaintiff,

v.

TRAVIS LIGGETT, an individual,
and DOE DEFENDANTS 1-10

Civil No. 2CCV-25-0003634
(Other Civil Action)

**[PROPOSED] ORDER GRANTING
DEFENDANT'S MOTION FOR
LEAVE TO FILE AMENDED
ANSWER AND COUNTERCLAIMS
AND TO JOIN ADDITIONAL
PARTIES**

NON-HEARING MOTION
JUDGE: Hon. Michelle L. Drewyer
TRIAL DATE: April 5, 2027 at 9:00 a.m.

**[PROPOSED] ORDER GRANTING DEFENDANT'S MOTION FOR LEAVE TO FILE
AMENDED ANSWER AND COUNTERCLAIMS AND TO JOIN ADDITIONAL
PARTIES**

Upon consideration of Defendant's Motion, memorandum, proposed amended pleading, exhibits, and the papers on file, and pursuant to Haw. R. Civ. P. 13(h), Haw. R. Civ. P. 15(a)(2), Haw. R. Civ. P. 19, Haw. R. Civ. P. 20, and Haw. R. Civ. P. 21, the Court orders as follows:

IT IS HEREBY ORDERED:

1. Defendant's motion is GRANTED.
2. Defendant may file the clean version of the proposed first amended answer, affirmative defenses, and counterclaims submitted with Defendant's motion as Exhibit A in clean form, without Ramseyer formatting.

3. Defendant shall file the clean amended pleading within 14 calendar days after entry of this Order.
4. Defendant shall obtain and complete service of process on each newly added counterclaim defendant in accordance with the applicable rules. Filing the amended pleading through JEFS does not, by itself, constitute service of process on a newly added party.
5. Any newly added counterclaim defendant shall respond within the time provided by the applicable rules after service.
6. Plaintiff shall respond to the amended pleading within the period prescribed by Haw. R. Civ. P. 15(a)(3), unless otherwise ordered.
7. Defendant shall meet and confer regarding any necessary scheduling changes and shall file a proposed amended scheduling order, or a statement explaining why one is unnecessary, within 14 days after service of the amended pleading.
8. This Order does not determine the sufficiency, merits, personal jurisdiction, venue, service, immunity, arbitration, statutory-prerequisite, causation, or other defenses available to any party.
9. If necessary to prevent delay, prejudice, or unnecessary expense, the Court may later sever claims or order separate trials under Haw. R. Civ. P. 20(b) and Haw. R. Civ. P. 21.

DATED: Wailuku, Hawai‘i, _____, 2026.

Michelle L. Drewyer
Judge of the Circuit Court