

## SETTLEMENT AGREEMENT

For and in consideration of the sum of \$3,000,000 to be paid as set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, plaintiffs Polaki Hari, Christina FuaFua-Hari, Mathias FuaFua, Marianna FuaFua, Maverick Hari, Maddox FuaFua-Hari, Maxwell FuaFua-Hari, and Meighlynn FuaFua-Hari on behalf of themselves, their heirs, beneficiaries, assigns, successors in interests, and agents (collectively “the Haris”) hereby release and forever discharge defendant the State of Alaska, Department of Family and Community Services, Office of Children’s Services and its agencies, agents, representatives, employees, former employees, servants, successors in interest, and assigns (collectively the State) from any and all actions, causes of actions, suits, controversies, claims and damages of every kind and nature accrued, or to accrue arising in any way out Maddox’s injuries in foster care on or about June 16, 2023 and events related to and more particularly described in the complaint in *Polaki Hari, et al. v. State of Alaska, Office of Children’s Services, et al.*, 3AN-24-08283 CI (“the litigation”). This agreement does not affect the Haris’ claims against or allocation of fault to current third-party defendant Daniel Zimmerman.

The State agrees to pay to the Haris the sum of \$2,000,000 (Two Million Dollars) upon receipt of payee instructions and necessary documents from the Haris. The remaining \$1,000,000 is due and payable upon enactment into law of a legislative appropriation expressly for the purpose of satisfying this settlement, which amount shall be submitted for inclusion in the judgment and claims bill during the 2026 legislative session. Interest on the principal sum of \$1,000,000 shall be paid at the 2026 post-judgment interest rate of 6.75% from June 16, 2023 (the date of injury) through August 1, 2026, or if not paid in full by August 1, 2026, then post-judgment interest shall continue to accrue until the principal sum is paid in full. Additionally, the State waives the entire current Medicaid lien (approximately \$277,000) accrued for services rendered to Maddox from June 16, 2023 (the date of injury) through February 18, 2026 (the date of settlement).

All of the payments under this agreement are conditioned on the State’s approval of an appropriate distribution plan to be presented by the Haris’ counsel for allocating and

structuring the total settlement amount to and for the Haris. Counsel for the parties will work collaboratively to reach agreement upon such a plan that is designed to achieve the following agreed-upon goals: (1) insuring that Maddox continues to qualify for Medicaid by funding a Medicaid eligible trust (like a special needs trust) that will be adequate and in excess of what is required to provide for his special needs over his life and funding a structure to provide for Maddox's additional caregiver; (2) funding a structure to allocate to the parents, Polaki Hari and Christina FuaFua-Hari, sufficient funds to buy a new house that will meet the requirements of Maddox and his caregivers and purchase a new car for the family suitable for transporting Maddox as he matures; and (3) funding an appropriate structure (such as a 529 Plan or other protective structure) for the minor settlements of Maddox's siblings who have lost the consortium of their brother.

By virtue of this agreement, the Haris unequivocally release the State from any and all claims stemming from Maddox's injuries and the litigation, whether raised or not raised in the litigation, whether currently known or unknown, whether mature or to mature in the future, including but not limited to damages arising out of any and all personal injury, non-economic losses, economic loss, property damage, legal expenses, and any and all other expenses and damages stemming from or relating in any way to the litigation. In executing this document, the Haris understand that they are settling all claims against the State.

It is the Haris intent in executing this document to unequivocally release and discharge the State from any and all liability and not to make any further demands or claims for damages, regardless of when accruing, including subsequently discovered damages that relate in any way to the above-mentioned events. The Haris discussed this matter with their attorney as they deemed appropriate, have been advised of and are familiar with the case of *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978), and they desire to settle this matter in accord with the settlement amount and terms set forth in this agreement. Likewise, the Haris acknowledge that they are aware of the decision by the Alaska Supreme Court in the case of *Young v. State*, 455 P.2d 889 (Alaska 1969), and that it is their true intent and desire hereby to each fully release any and all individuals,

  
PH

  
CFH

firms, corporations, or other entities liable or who at any future date might be claimed to be liable from any and all claims, liabilities, damages, or suits of any kind, on account of or in any way relating to the litigation, whether or not they are specifically named in this agreement.

The Haris affirm that they have carefully read and initialed each page of this agreement, and that they understand the terms of this agreement, which they voluntarily accept for the purpose of making a full and final compromise and settlement of all claims disputed or otherwise, for or on account of the events described above. The Haris state that no promise or inducement that is not herein expressed has been made to secure this settlement. The Haris agree that the settlement which led to the execution of this agreement was not secured under duress or in haste at the instigation of the State and that they are not, in agreeing to this Settlement Agreement, at a bargaining disadvantage because of the nature of the suit, or any injury, loss, or damage, or for any other reason.

It is understood that this agreement represents the final settlement and compromise of disputed claims and that by reason of this agreement no party admits any disputed issues relating to the litigation. Neither this agreement, nor any document executed pursuant to it, nor any act taken to negotiate it or carry it out, in part or in whole, shall be offered or received in evidence in any action or proceeding in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce this agreement and any related agreement or Order of the Court.

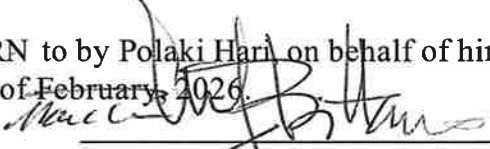
The Haris expressly agree that at the time of the signing of this agreement no assignment of any claim stated or otherwise, has been made or executed to any other individual, firm, or corporation, or any other entity as a result of the litigation. Except for the Medicaid lien set forth above, the Haris further agree to indemnify and hold the State harmless should any subrogated party or lienholder (*e.g.*, insurer, attorney, or other creditor) make any demands for reimbursement for monies or services provided relating to the litigation or Maddox's injuries.

This Settlement Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Alaska. The Haris acknowledge that they have

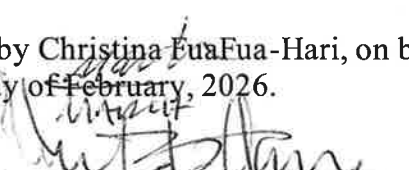
participated or have been given the opportunity to participate in the negotiation and preparation of this agreement and agree that any rule or rules of construction requiring ambiguities in an agreement to be construed and resolved against the drafting party shall not be employed in construction and enforcement of this agreement. Each party to the litigation shall bear its own attorney's fees and costs arising from the actions of its own counsel in connection with the case referenced herein, this agreement, the filing of a stipulation for dismissal, and all related matters.

The Haris declare that every term of this agreement has been carefully read and that the terms of this agreement are fully understood and voluntarily accepted for the purpose of making a full and final compromise of all claims. The Haris understand that the provisions of this agreement are contractual and are not merely recitals and that they have read the foregoing agreement, understand the terms of this agreement, and each sign same as a voluntary act and deed.

DATED: 3/17/2026   
Polaki Hari

SUBSCRIBED AND SWORN to by Polaki Hari on behalf of himself and his children, before me, this 16 day of February, 2026.  
  
Notary Public for Alaska  
My Commission expires: 01/26/2029

DATED: 3/17/26   
Christina FuaFua-Hari

SUBSCRIBED AND SWORN to by Christina FuaFua-Hari, on behalf of herself and her children, before me, this 17th day of February, 2026.  
  
Notary Public for Alaska  
My Commission expires: 0/26/2026