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Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI

FIRST CIRCUIT COURT
STATE OF HAWAII
FILED

2015 MAR 31 AM 11:31

H. CHING
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ASSOCIATION OF OWNERS
OF KALELE KAI,

Plaintiff,

vs.

HITOSHI YOSHIKAWA;
DOE DEFENDANTS 1-10,

Defendants.

CIVIL NO. 15-1-0102-01 KTN
(Declaratory Judgment)

MOTION TO STRIKE AND SEAL
DEFENDANT'S "MOTION FOR AN ORDER
CONFIRMING THE AWARD [ETC.]" FILED
3/11/2015; MEMORANDUM IN SUPPORT
OF MOTION; DECLARATION OF
COUNSEL; EXHIBITS A-L; NOTICE OF
HEARING ON MOTION; CERTIFICATE OF
SERVICE

HEARING:

Date:

4/28/15

Time:

10:00 AM

Judge: The Honorable Karen T. Nakasone

No Trial Date

PLEASE NOTE CHANGES IN Notice

MOTION TO STRIKE AND SEAL DEFENDANT’S “MOTION
FOR AN ORDER CONFIRMING THE AWARD [ETC.]” FILED 3/11/2015

COMES NOW, Plaintiff ASSOCIATION OF OWNERS OF KALELE KAI (the “Association”), by and through its attorneys, CHRISTOPHER SHEA GOODWIN, ATTORNEY AT LAW, LLLC, and CASE LOMBARDI & PETTIT, and hereby respectfully requests that the Court:

1. STRIKE and SEAL the following Motion and Memorandum in Support of Motion, and the Declaration and Exhibits thereto, together with any pleadings related thereto: /

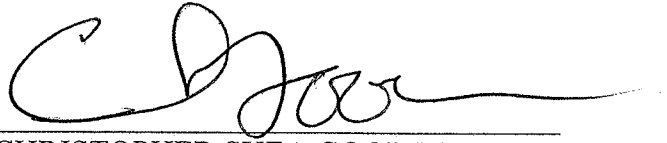
DEFENDANT HITOSHI YOSHIKAWA'S MOTION FOR AN ORDER CONFIRMING THE AWARD OF ATTORNEYS' FEES AND COSTS CONTAINED IN THE FINAL AWARD OF THE ARBITRATOR, DATED FEBRUARY 12, 2015, INCORPORATING THE ARBITRATOR'S PARTIAL FINAL AWARD, DATED DECEMBER 12, 2014, IN DPR NO. 13-0496-A AND FOR JUDGMENT IN CONFORMITY THEREWITH; MEMORANDUM IN SUPPORT OF MOTION; DECLARATION OF COUNSEL; EXHIBITS 1-2; NOTICE OF HEARING MOTION & CERTIFICATE OF SERVICE [filed March 11, 2015] (collectively, “Yoshikawa’s Motion”)

2. AWARD the Association its reasonable attorneys’ fees and costs related to this Motion.¹

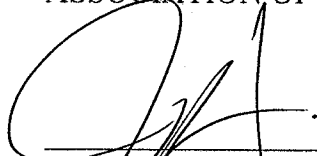
This Motion is made and supported by HRCP Rule 7, HRCC Rule 7, the attached Memorandum in Support of Motion, Declaration of Counsel, and Exhibits A-L, the records and files of this action, and upon any information that may be adduced at a hearing on this Motion.

¹ This Motion seeks relief and remedies based upon the fact that Yoshikawa’s Motion (including the Memorandum in Support and Exhibits attached thereto) directly violate a controlling Hawaii statute. In addition, Yoshikawa’s Motion lacks merit and should be denied for other reasons, which will be discussed in the Association’s written opposition to Yoshikawa’s Motion that will be filed by the April 13, 2015 deadline.

DATED: Honolulu, Hawaii, March 30, 2015.



CHRISTOPHER SHEA GOODWIN
Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI



JOHN D. ZALEWSKI
JANA M. NARUSE
Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ASSOCIATION OF OWNERS
OF KALELE KAI,

Plaintiff,

vs.

HITOSHI YOSHIKAWA;
DOE DEFENDANTS 1-10,

Defendants.

CIVIL NO. 15-1-0102-01 KTN

**MEMORANDUM IN
SUPPORT OF MOTION**

MEMORANDUM IN SUPPORT OF MOTION

This action involves a dispute between Plaintiff ASSOCIATION OF OWNERS OF KALELE KAI (“Association”) and Defendant HITOSHI YOSHIKAWA (“Yoshikawa”).

Yoshikawa has moored and continues to moor a boat at the condominium project known as Kalale Kai located in Hawaii Kai which is over twice the length of that permitted by the express language of the Association’s Declaration.

In response to Yoshikawa’s demand made upon the Association, the parties participated in statutory *non-binding* arbitration.

The Association timely filed its Complaint for Trial De Novo herein in accordance with HRS§ 214B-136(b), and later, timely filed its First Amended Complaint for Trial De Novo.

Thereafter, on March 11, 2015, Yoshikawa filed a “Motion For An Order Confirming The Award Of Attorneys' Fees And Costs Contained in the Final Award of the Arbitrator, Dated February 12, 2015, Incorporating The Arbitrator's Partial Final Award, Dated December 12, 2014, In DPR No. 13-0496-A And For Judgment In Conformity Therewith” (“Yoshikawa’s Motion”), which included a Memorandum in Support of Motion, a Declaration of Counsel, and Exhibits 1-2 (collectively, Yoshikawa’s Motion”).

Yoshikwa's Motion is the subject of this Motion and is in violation of a controlling Hawaii statute.

Yoshikawa has refused to withdraw his Motion, and has rejected a proposal to avoid the issue and the potential prejudice to the Association by having the parties enter into a stipulation in which Yoshikawa's Motion and any other pleadings which cite, refer to, or attach the non-binding award would be sealed.

I. BACKGROUND

On January 23, 2014, Yoshikawa's counsel submitted a Statement of Claims via letter to Dispute Prevention & Resolution, Inc. ("DPR") which falsely represented, "The Association has agreed to submit this matter to ***binding*** arbitration [...]." Exhibit A at 1 (emphasis added).

On January 27, 2014, the Association's counsel corrected the misrepresentation, and informed DPR that the Association "has not agreed to participate in binding arbitration. Mr. Revere's letter incorrectly represents that the parties agreed to binding arbitration. We request that Mr. Revere acknowledge that the parties have agreed to engage in non-binding arbitration pursuant to HRS §514B-162." Exhibit B.

On February 19, 2014, Yoshikawa's counsel asserted that the parties agreed to binding arbitration, but concluded, "Unfortunately, in light of the Association's current position, ***we have no choice but to proceed with non-binding arbitration.***" Exhibit C at 2 (emphasis added).

On February 21, 2014, the Association's counsel responded to make this clearer, "*To state and clarify the facts, only the possibility of the parties participating in non-binding arbitration was discussed. Nothing more. Any assertions to the contrary in the foregoing letter are to put it mildly, inaccurate. We do not oppose Mr. Revere's request to reschedule the hearing in this ***non-binding arbitration*** proceeding [...].*" Exhibit D (emphasis added).

The Association and Yoshikawa thereafter participated in a non-binding statutory arbitration proceeding.

On December 12, 2014, Arbitrator Keith Hunter issued a Partial Final Award.

On December 22, 2014, the Association made a written demand for trial de novo upon Yoshikawa, in accordance with HRS § 514B-163(b). Exhibit E.

On January 21, 2015, the Association filed herein its Complaint for Trial De Novo, in accordance with HRS § 514B-163(b). Exhibit F.

On February 11, 2015, Arbitrator Keith Hunter issued a Final Award of Arbitrator (served February 12, 2015) which included an award of attorneys' fees and costs.

On February 20, 2015, the Association made a written demand for trial de novo upon Yoshikawa in accordance with §514B-163(b). Exhibit G. The letter also addressed threats of collection by Yoshikawa's counsel:

It would be unlawful and highly improper to engage in "*garnishment proceedings*" or other collection attempts, predicated on a non-binding award that is the subject of a de novo civil action in First Circuit Court.

NOTICE is hereby provided to you and Mr. Yoshikawa that engaging or attempting to engage in any such conduct is likely to cause our client to sustain compensatory and consequential damages, and other harm. We urge you and your client to consider and adhere to Hawaii law prior to taking any action.

Id. at 2.

Later on that day, February 20, 2015, the Association filed its First Amended Complaint for Trial De Novo, in accordance with HRS § 514B-163(b). Exhibit H.²

On March 11, 2015, Yoshikawa filed his motion which is the subject of this Motion.

On March 13, 2015, the Association's counsel wrote to Yoshikawa's counsel, as follows:

² The Association's Complaint and its First Amended Complaint, Exhibits F and H, ***do not*** refer to or attach the non-binding award, in accordance with HRS §514B-163(c) ("The award of arbitration shall not be made known to the trier of fact at a trial de novo.").

This letter pertains to the following motion filed by your office on March 11, 2015:

DEFENDANT HITOSHI YOSHIKAWA'S MOTION FOR AN ORDER CONFIRMING THE AWARD OF ATTORNEYS' FEES AND COSTS CONTAINED IN THE FINAL AWARD OF THE ARBITRATOR, DATED FEBRUARY 12, 2015, INCORPORATING THE ARBITRATOR'S PARTIAL FINAL AWARD, DATED DECEMBER 12, 2014, IN DPR NO. 13-0496-A AND FOR JUDGMENT IN CONFORMITY THEREWITH; MEMORANDUM IN SUPPORT OF MOTION; DECLARATION OF COUNSEL; EXHIBITS 1-2; NOTICE OF HEARING MOTION & CERTIFICATE OF SERVICE (the "Motion")

HRS §514B-163, subsection (c) provides as follows: "**The award of arbitration shall not be made known to the trier of fact at a trial de novo.**" A copy of the complete statute is attached.

The Motion refers to and incorporates by reference the non-binding award of arbitration, and attaches the award as Exhibit 1 to the Motion.

The Motion with attached award of arbitration is set for hearing on April 21, 2015 before the Honorable Judge Karen T. Nakasone, who is the trier of fact in the above de novo proceeding, and thus **violates HRS §514B-163(c)**.

DEMAND is hereby made that your office **WITHDRAW the Motion within 10 days**. Failure to do so will cause the Association to seek all remedies including its legal fees and costs for addressing and remediating this violation.

Exhibit I (emphasis added).

On March 23, 2015, Yoshikawa's counsel replied via email as follows:

In response to your letter that demands a withdrawal or else, we respectfully decline to withdraw anything. The "violation" you refer to is non-existent. Among other things, Judge Nakasone is not going to be the trier of fact in this case. In the unlikely event that our motion to dismiss is not granted, we will be filing an Answer, Counterclaim and demand for jury trial. Therefore, if you proceed with your threatened motion, we will be seeking fees and costs.

Exhibit J.

Later on that day, March 23, 2015, the Association's counsel proposed to Yoshikawa's counsel the parties enter into a Stipulation in an attempt to resolve the statutory violation, to seal the pertinent pleadings, and to memorialize representations by Yoshikawa's counsel about a not-yet-filed demand for jury trial, as follows:

Thank you for your email. While we disagree with your position, we propose a stipulation in an attempt to avoid the necessity for our office to file a motion to strike the subject motion filed by your office and the cost and inconvenience to the parties and the Court.

In the stipulation, the parties would agree to the Court accepting your client's motion and any related subsequent pleadings for filing under seal. The stipulation would cite and quote the applicable statute, recite Yoshikawa's intention to file a demand for jury trial in this case, whereby the Court will not be the finder of fact and state that the stipulation does not affect the parties' positions with respect to the merits of motion.

Absent a stipulation, the statute will not be followed and the fact-finder will have access to review of the motion and related pleadings as publicly-filed documents, contrary to both the letter and intent of the statute, necessitating a motion to strike.

Please advise.

Exhibit K.

On March 27, 2015, after follow-up by the Association's counsel, Yoshikawa's counsel responded, and not only rejected a stipulation but also threatened to seek attorneys' fees against the Association if the Association sought a ruling from the Court on Yoshikawa's apparent statutory violation:

HRS 514B-163(c) states that "[t]he award of arbitration shall not be made known to the trier of fact at a trial de novo." As Terry stated in his email below, any trier of fact in this trial de novo will be a jury as opposed to the Judge. All sorts of documents and pleadings are filed in court before a trial that should not and are not seen by the jury (like Settlement Conference Statements and Motions in Limine arguing to keep certain evidence from the jury). Juries are informed not to engage in outside investigations and are presumed not to do so. **As such, we do not believe that your proposed stipulation is necessary and a motion to strike would be baseless would and warrant an award of the attorneys' fees and costs incurred in necessitating our response.**

Exhibit L (emphasis added).

To date, no Demand for Jury Trial has been filed by either party. The subject motion has not been withdrawn. No stipulation has been submitted by the Association in light of rejection of the proposal by Yoshikawa's counsel. See Exhibits I, J and K, in part.

II. DISCUSSION

HRS §514B-163, subsection (c) provides as follows: **"The award of arbitration shall not be made known to the trier of fact at a trial de novo."**

In Yoshikawa's Motion, Yoshikawa specifically references to the non-binding award in direct violation of HRS §514B-163(c), and further, attaches the award as an exhibit.

There is no doubt whatsoever, the only arbitration which occurred between the Association and Yoshikawa was a *non-binding* proceeding conducted pursuant to under HRS §514B-162. See Exhibits C-D.

No written binding arbitration clause has ever existed between the parties, and Yoshikawa and his counsel have never made such an allegation.

While Yoshikawa's counsel initially alleged the parties had agreed to engage in binding arbitration, when informed that this was not true, he subsequently admitted that the parties will "proceed with non-binding arbitration." See Exhibit C.

Despite Plaintiff Association's request to withdraw his motion because of the HRS §514B-163(c) violation, Yoshikawa refused to do so thereby necessitating the present motion.

Yoshikawa's counsel subsequently refused a request to enter into a stipulation to seal Yoshikawa's Motion and/or confirm that a jury trial would be demanded by his client in this case. See Exhibits K-L.

Yoshikawa's Motion seeking to "confirm" a non-binding award that was timely made the subject of this de novo proceeding, which remains pending.³

No Demand for Jury Trial has been filed, thus the Court, at least presently, will be the "trier of fact" at the "trial de novo." Even if a Demand for Jury Trial is filed, and it is deemed

³ Yoshikawa's Motion lacks merit for numerous other reasons which the Association will address in its written opposition. See Footnote 1 above; see also, HRS §514B-163(a) ("The submission of any dispute to an arbitration under section 514B-162 shall in no way limit or abridge the right of any party to a trial de novo"); and HRS §514B-162(f) ("The court shall grant the order confirming the award pursuant to section 658A-22, unless the award is vacated, modified, or corrected, as provided in sections 658A-20, 658A-23, and 658A-24, or a trial de novo is demanded under subsection (h), or the award is successfully appealed under subsection (h).").

timely and proper, the jury would otherwise have access to Yoshikawa's Motion, the papers attached thereto, and the pleadings filed related thereto.⁴

Further, the Association's Complaint and First Amended Complaint seeks injunctive relief herein. See e.g., Exhibit H, (¶24: "The Association seeks injunctive relief and the issuance of a permanent injunction which compels Yoshikawa to immediately and permanently remove the ROLA from Kalele Kai, in accordance with the Declaration and Hawaii law"). Thus, the Court, sitting in equity - not any jury - will be the sole determiner of any facts and evidence pertaining to the claim and prayer for an injunction. Any prospective Demand for Jury Trial will not and cannot cure the statutory violation, or the dangers posed by the violation.

The danger of actual and substantial prejudice is present, and will remain in the absence of appropriate remedial action by this Court.

In sum, by making the non-binding award the subject of a publicly-filed motion, and attaching it as an exhibit, to be argued to this Court which is also the "trier of fact," Yoshikawa did exactly what HRS §514B-163(c) expressly prohibits.

The Association respectfully submits that to cure the violation presented by the filing of Yoshikawa's Motion, it should be stricken by the Court, and Yoshikawa's Motion and all related papers and pleadings ordered sealed.

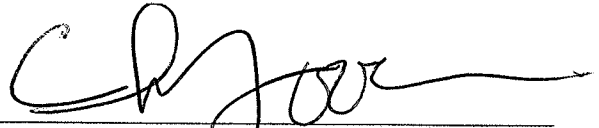
The Association further requests that it be awarded its reasonable attorneys' fees and costs incurred in connection with preparation and filing of this Motion as supported by an appropriate Declaration of Counsel to be filed by Plaintiff Association.

⁴ The Association reserves its right to challenge the timeliness of any later filed Demand for Jury Trial.

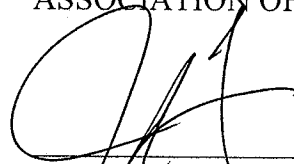
III. CONCLUSION

The Association respectfully requests that this Motion be GRANTED.

DATED: Honolulu, Hawaii, March 30, 2015.



CHRISTOPHER SHEA GOODWIN
Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI



JOHN D. ZALEWSKI
JANA M. NARUSE
Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ASSOCIATION OF OWNERS
OF KALELE KAI,

Plaintiff,

vs.

HITOSHI YOSHIKAWA;
DOE DEFENDANTS 1-10,

Defendants.

CIVIL NO. 15-1-0102-01 KTN

DECLARATION OF COUNSEL;
EXHIBITS A-L

DECLARATION OF COUNSEL

I do hereby declare under penalty of law that the following is true and correct:

1. I am an attorney and a director of the law firm Case Lombardi & Pettit (“CLP”), and licensed to practice law before all courts in Hawaii, and an attorney of record for Plaintiff ASSOCIATION OF OWNERS OF KALELE KAI (the “Association”).
2. Attached hereto as Exhibit A is a true and complete copy of a letter from Terrance M. Revere, Esq. dated January 23, 2014.
4. Attached hereto as Exhibit B is a true and complete copy of a letter from Jana M. Naruse, Esq. dated January 27, 2014.
5. Attached hereto as Exhibit C is a true and complete copy of the letter from Terrance M. Revere, Esq. dated February 19, 2014.
6. Attached hereto as Exhibit D is a true and complete copy of a letter from Jana M. Naruse, Esq. dated February 21, 2014.
7. Attached hereto as Exhibit E is a true and complete copy of a letter from Jana M. Naruse, Esq. dated December 20, 2014.

8. Attached hereto as Exhibit F is a true and complete copy of the Association's Complaint for Trial De Novo filed herein on January 21, 2015.

9. Attached hereto as Exhibit G is a true and complete copy of a letter from Jana M. Naruse, Esq. dated February 20, 2015.

10. Attached hereto as Exhibit H is a true and complete copy of the Association's First Amended Complaint for Trial De Novo filed herein on February 20, 2015.

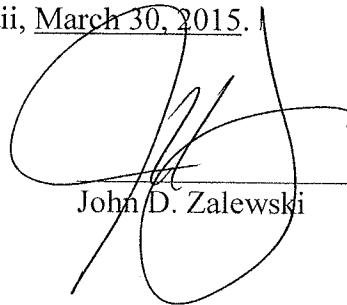
11. Attached hereto as Exhibit I is a true and complete copy of a letter from letter from Jana M. Naruse, Esq. dated March 13, 2015.

12. Attached hereto as Exhibit J is a true and complete copy of an email from Terrance M. Revere, Esq. dated March 23, 2015.

13. Attached hereto as Exhibit K is a true and complete copy of an email from Jana M. Naruse, Esq. dated March 23, 2015.

14. Attached hereto as Exhibit J is a true and complete copies of emails from Lauren C. McDowell dated March 27, 2015 and from Jana M. Naruse, Esq. dated March 27, 2015.

DATED: Honolulu, Hawaii, March 30, 2015.



John D. Zalewski

REVERE & ASSOCIATES, LLLC

A LIMITED LIABILITY LAW COMPANY
PALM PALMS PLAZA, NORTH KALAHEO AVENUE, SUITE A301
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January 23, 2014

VIA HAND DELIVERY

Mr. Keith Hunter & Kelly Bryant
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1001 Bishop Street
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Christopher Shea Goodwin, Esq.
Attorney At Law, LLLC
737 Bishop Street
Suite 1640, Mauka Tower
Honolulu, Hawaii 96813

Jana Naruse, Esq.
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737 Bishop Street
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Honolulu, Hawaii 96813

Re: Hitoshi Yoshikawa's Statement of Claims

Dear DPR & Counsel:

This law firm represents Mr. Hitoshi Yoshikawa, the owner of Kalele Kai Townhouse 1006, boat moorings 28-33 and the Rola, a Riviera 43 Offshore Express. After mediation was unsuccessful, Mr. Yoshikawa demanded arbitration of this matter with the Association of Owners of Kalele Kai ("the Association") pursuant to Hawaii Revised Statutes § 514B-162. The Association has agreed to submit this matter to binding arbitration and the

EXHIBIT A

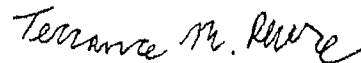
parties have appointed Mr. Keith Hunter as arbitrator.

The following is a brief statement of Mr. Yoshikawa's claims against the Association:

1. The Association's Board of Directors has improperly designated portions of the boat dock area as limited common elements;
2. The Association's Board of Directors improperly issued a special assessment to Mr. Yoshikawa, as a boat-mooring owner, for the repair of the common element boat dock including assessments for the repair of finger-piers that no longer exist.
3. The Association's Board of Directors has improperly demanded that Mr. Yoshikawa remove the Rola from Mr. Yoshikawa's moorings in violation of the Association's own rules, agreements, the Arbitrator's Order in Hung, and over a decade of practice.
4. The Association's improper actions have caused Mr. Yoshikawa to incur additional expenses, including but not limited to attorneys' fees and costs.

We are currently in the process of confirming our client's availability for arbitration and will contact DPR and counsel to confirm the same. Thank you for your attention to this matter.

Very truly yours,



Terrance M. Revere
Lauren C. McDowell
REVERE & ASSOCIATES
A Limited Liability Law Company

ec: Client

CASE LOMBARDI & PETTIT
A LAW CORPORATION

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James M. Cribley
Adelbert Green
Stacey W.E. Foy
Michael L. Lam
Dennis M. Lombardi†
Michael R. Marsh

Jon M.H. Pang
Ted N. Pettit, Ph.D.
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Jana M. Naruse
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John R. Dwyer, Jr.
Gregory M. Hansen
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January 27, 2014

VIA EMAIL ATTACHMENT

Keith Hunter, President/CEO
Dispute Prevention & Resolution, Inc.
1155 Pauahi Tower
1001 Bishop Street
Honolulu, Hawaii 96813

Terrance M. Revere, Esq.
Revere & Associates, LLLC
Pali Palms Plaza
North Kalaheo Ave., Suite A301
Kailua, Hawaii 96734

Re: Hitoshi Yoshikawa / AO Kalele Kai

Dear Mr. Hunter and Counsel,

This is in initial response to Mr. Revere's letter dated January 23, 2014. The Association of Owners of Kalele Kai has not agreed to participate in binding arbitration. Mr. Revere's letter incorrectly represents that the parties agreed to binding arbitration.

We request that Mr. Revere acknowledge that the parties have agreed to engage in non-binding arbitration pursuant to HRS §514B-162. We will thereafter provide the Association's response/counterstatement of the claims/issues.

Sincerely,

CASE LOMBARDI & PETTIT



Jana M. Naruse

c: Chris Goodwin, Esq.

REVERE & ASSOCIATES, LLLC

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PALI PALMS PLAZA, 970 NORTH KALAHEO AVENUE, SUITE A301
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February 19, 2014

VIA EMAIL ATTACHMENT

Mr. Keith Hunter & Kelly Bryant
Dispute Prevention & Resolution, Inc.
1155 Pauahi Tower
1001 Bishop Street
Honolulu, Hawaii 96813

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Christopher Shea Goodwin, Esq.
Attorney At Law, LLLC
737 Bishop Street
Suite 1640, Mauka Tower
Honolulu, Hawaii 96813

Re: Hitoshi Yoshikawa / Association of Owners of Kalele Kai

Dear DPR & Counsel:

We ask that this letter be passed on to the entire Board of Directors for the Association of Owners of Kalele Kai (the "Association"). We are in receipt of Ms. Naruse's January 27, 2014 letter stating that the Association will not agree to binding arbitration with our client, Mr. Hitoshi Yoshikawa. As Ms. Naruse will recall, at the conclusion of the mediation of this matter, both parties and counsel agreed that binding arbitration, which would offer finality of this issue, would be best. The Association's changed position is extremely unfortunate

EXHIBIT C

Dispute Prevention & Resolution,
Mr. Goodwin, Esq. & Ms. Naruse, Esq.
February 19, 2014
Page 2 of 2

and further evidence of President Oakes' lack of confidence in the Association's position and personal vendetta against the boat and mooring owners. If President Oakes simply wished to enforce the Association's Governing Documents, as he claims, he would not object to a binding arbitration, which would result in finality of this issue for all of the parties involved.

As we wrote to the Association on November 15, 2013, binding arbitration has the following advantages for both the Association and Mr. Yoshikawa:

(1) Binding Arbitration will result in a final decision, which (except for rare circumstances) cannot be appealed and as such will result in finality of these matters for all involved;

(2) Binding Arbitration can be concluded in a much shorter period of time as opposed to the possibility of years of appeals or further litigation which may result after a non-binding arbitration decision;

(3) Due to the finality and shorter time period involved, binding Arbitration will result in lower costs for all of the parties involved;

(4) Binding arbitration will not result in a lengthy litigation period, which will likely impact the owners' ability to sell their units.

Unfortunately, in light of the Association's current position, we have no choice but to proceed with non-binding arbitration. Due to the rescheduling of a trial, we are unavailable for arbitration on the previously discussed dates of May 13 and 14, 2014 and request that alternate dates be chosen during our February 27, 2014 status call.

Very truly yours,



Terrance M. Revere
Lauren C. McDowell
REVERE & ASSOCIATES
A Limited Liability Law Company

ec: Client

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A LAW CORPORATION

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Frederick W. Rohlfling III

February 21, 2014

VIA EMAIL ATTACHMENT

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Honolulu, Hawaii 96813

Terrance M. Revere, Esq.
Lauren C. McDowell, Esq.
Pali Palms Plaza
North Kalaheo Avenue, Suite A301
Kailua, Hawaii 96734

Re: Hitoshi Yoshikawa / AOA O Kalele Kai

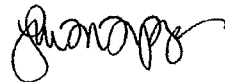
Dear Mr. Hunter and Counsel,

This is in reply to Mr. Revere's letter dated February 19, 2014. To state and clarify the facts, only the possibility of the parties participating in non-binding arbitration was discussed. Nothing more. Any assertions to the contrary in the foregoing letter are to put it mildly, inaccurate.

We do not oppose Mr. Revere's request to reschedule the hearing in this non-binding arbitration proceeding during our call on February 27, 2014.

Sincerely,

CASE LOMBARDI & PETTIT



Jana M. Naruse

c: Chris Goodwin, Esq.

CASE LOMBARDI & PETTIT
A LAW CORPORATION

Lissa H. Andrews
James M. Cribley
Stacey W.E. Foy
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Of Counsel
John R. Dwyer, Jr.
Gregory M. Hansen
Frederick W. Rohlfing III

December 20, 2014

Terrance M. Revere, Esq.
Lauren C. McDowell, Esq.
Pali Palms Plaza
North Kalaheo Avenue, Suite A301
Kailua, Hawaii 96734

VIA EMAIL ATTACHMENT
& FACSIMILE 808 791-9551

Re: Yoshikawa vs. Association of Owners of Kalele Kai

Dear Counsel:

In accordance with HRS §514B-163(b),¹ please be advised that Association of Owners of Kalele Kai hereby makes its written demand for a trial de novo in connection with any and all claims, counterclaims, and defenses asserted in the non-binding arbitration proceeding between your client, Hitoshi Yoshikawa, and our and Mr. Goodwin's client, the Association of Owners of Kalele Kai, in DPR Arb. No. 13-0496-A, including but not limited to the "Arbitrator's Partial Final Award" dated December 12, 2014,² and any other rulings made therein or which may be made in that proceeding.

¹ HRS §514B-163 is entitled "Trial de novo and appeal" and provides as follows:

- (a) The submission of any dispute to an arbitration under section 514B-162 shall in no way limit or abridge the right of any party to a trial de novo.
- (b) Written demand for a trial de novo by any party desiring a trial de novo shall be made upon the other parties within ten days after service of the arbitration award upon all parties and the trial de novo shall be filed in circuit court within thirty days of the written demand. Failure to meet these deadlines shall preclude a party from demanding a trial de novo.
- (c) The award of arbitration shall not be made known to the trier of fact at a trial de novo.
- (d) In any trial de novo demanded under this section, if the party demanding a trial de novo does not prevail at trial, the party demanding the trial de novo shall be charged with all reasonable costs, expenses, and attorneys' fees of the trial. When there is more than one party on one or both sides of an action, or more than one issue in dispute, the court shall allocate its award of costs, expenses, and attorneys' fees among the prevailing parties and tax such fees against those nonprevailing parties who demanded a trial de novo in accordance with the principles of equity. [L 2004, c 164, pt of §2]

² The caption of the Partial Final Award refers to the "Association of Apartment Owners of Kalele Kai" as "Respondent," which is erroneous in two respects: (1) the correct name of the entity is Association of Owners of Kalele Kai; (2) its capacity in the non-binding arbitration has been that of both a Respondent and a Counterclaimant.

Terrance M. Revere, Esq.
Lauren C. McDowell, Esq.
December 20, 2014
Page 2

Please be advised that the Association of Owners of Kalele Kai will, absent a resolution in the interim, file a Complaint for Trial De Novo in the First Circuit Court of the State of Hawaii within 30 days of this written demand, pursuant to HRS §514B-163(b).

Please be further advised that it is the preference of the Board of Directors to resolve this dispute on terms that are reasonable and mutually acceptable to both the Association and Mr. Yoshikawa. Toward that end, on December 12, 2014, you suggested via email that an effort be undertaken to resolve this matter. We replied to your e-mail, and requested specificity or suggestions regarding a proposed resolution. On December 18, 2014, we followed up again, by sending a Rule 408 proposal letter to you and your client's review and response. Our client remains interested in any specific proposals and/or a productive dialog aimed at reaching a reasonable resolution in lieu of further litigation.

As both the undersigned and Mr. Goodwin are prepared to recommend our client participate in mediation, please advise whether your client is willing to participate in mediation in an attempt to reach a permanent resolution of this dispute.

Thank you for your attention to this matter.

Very truly yours,
CASE LOMBARDI & PETTIT



John D. Zalewski
Jana M. Naruse

c: Chris Goodwin, Esq.
Client

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Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ASSOCIATION OF OWNERS
OF KALELE KAI,

Plaintiff,

vs.

HITOSHI YOSHIKAWA;
DOE DEFENDANTS 1-10,

Defendants.


CIVIL NO. 15-1-0102-01 KTN
(Declaratory Judgment)

COMPLAINT FOR TRIAL DE NOVO;
SUMMONS

COMPLAINT FOR TRIAL DE NOVO

COMES NOW, Plaintiff ASSOCIATION OF OWNERS OF KALELE KAI
("Association"), by and through attorneys, CHRISTOPHER SHEA GOODWIN, ATTORNEY
AT LAW, LLLC, and CASE LOMBARDI & PETTIT, and files its Complaint for Trial De Novo
pursuant to HRS §514B-163 against Defendant HITOSHI YOSHIKAWA ("Yoshikawa") and
avers and alleges as follows:

I do hereby certify that this is a full, true and
correct copy of the original on file in this office.


Clerk Circuit Court, First Circuit

PARTIES

1. The Association is a Hawaii nonprofit condominium association existing pursuant to Hawaii Revised Statutes Chapter 514B, formed in accordance with and governed by the Declaration of Condominium Property Regime recorded in the State of Hawaii Bureau of Conveyances as Document No. 93-089469 on June 1, 1993, as amended (“Declaration”) and the Bylaws of the Association of Owners of Kalele Kai in the State of Hawaii Bureau of Conveyances as Document No. 93-87470 recorded on June 1, 1993, as amended (“Bylaws”).

2. Yoshikawa is a member of the Association, and owns Apartment No. 106, also known as TH1006, and Boat Moorings Nos. 28-33 appurtenant thereto, at the residential condominium project known as Kalele Kai, located at 1 Keahole Place, Honolulu , Hawaii 96825 (“Property”), by virtue of the Apartment Deed (With Boat Moorings), recorded in the State of Hawaii Bureau of Conveyances as Document No. 2010-165562 on November 1, 2010.

3. DOE Defendants 1-10 are persons, corporations, entities or governmental units which in some manner presently unknown to the Association are liable to the Association, have engaged or involved in the activities alleged herein and/or were in some manner responsible for the injuries or damage to the Association, and whose true names, identities and capacities are presently unknown to the Association or its attorneys. The Association will substitute the true names, identities, capacities, activities and/or responsibilities when the same are ascertained.

4. The acts and omissions alleged herein occurred in the City and County of Honolulu, State of Hawaii. The amount of damages suffered by the Association as a result thereof is in excess of the jurisdictional requirements of this Court.

FACTS

5. The Declaration and Bylaws run with the land.

6. The Declaration and Bylaws are restrictions stated in to Yoshikawa's Apartment Deed.

7. As a member of the Association and an owner of a unit at Kalele Kai, Yoshikawa is obligated to comply strictly with the Declaration and Bylaws.

8. Declaration §5 restricts the use of the boat moorings to **boats no larger than twenty-three (23) feet in length.**

9. Pursuant to Declaration §5, all boat moorings at Kalele Kai are limited common elements, with the exception of Boat Moorings Nos. 7 and 8, which are common elements.

10. Declaration §5 provides in part (emphasis added):

Common Elements. One freehold estate is hereby designated in all of the remaining portions and appurtenances of the Project (hereinafter referred to as the "common elements"), including specifically, but not limited to:

(a) The Land in fee simple;

(b) All structural components [...];

(c) All walkways, including the boat mooring walkways, and interior roadways located upon the Land; [...]

(j) Two (2) boat moorings (designated B7 and B8 on the Condominium Map). The boat moorings shall be restricted to use by boats no larger than twenty-three (23) feet in length and shall be subject to that certain Declaration of Protective Provisions dated January 30, 1991, recorded in the Bureau as Document No. 91-026955, as amended (hereinafter referred to as the "Declaration of Protective Provisions (Hawaii Kai Marina)") and any rules and regulations promulgated thereunder, this Declaration, the Bylaws and any house rules adopted by the Board. **All remaining boat moorings of the Project shall be designated as "limited common elements" appurtenant to designated condominium units as described in more detail herein below; [...]**

11. Declaration §5 further provides in part (emphasis added):

Limited Common Elements:

The following common elements, (hereinafter referred to and designated as "limited common elements"), are hereby set aside and reserved for the exclusive use of certain condominium units, and such condominium units shall have appurtenant thereto exclusive easements for use of such limited common elements. **The limited common elements so set aside and reserved are as follows: [...]**

(b) **All boat moorings shall be identified by the letter "B" and a number. Condominium unit 3110 initially shall have appurtenant thereto boat moorings B1 through B6, inclusive, and B9 through B60, inclusive, as designated on the Condominium Map. Notwithstanding any provision of this Declaration, the Developer, as the initial owner of condominium unit 3110, shall have the right to amend this Declaration (1) prior to the conveyance of condominium unit 3110, to transfer and redesignate any unsold boat moorings from condominium unit 3110 to any other condominium unit(s), and (2) as often as is necessary thereafter, to transfer and redesignate any unsold boat moorings from any condominium units owned by the Developer to any other condominium unit(s). Such transfers and redesignations shall be effectuated by amendments to the Declaration signed by the Developer and recorded in the Bureau. Such condominium units shall enjoy the exclusive use of the boat moorings appurtenant thereto, subject to that certain Declaration of Protective Provisions (Hawaii Kai Marina) and any rules and regulations promulgated thereunder, this Declaration, the Bylaws and any house rules adopted by the Board. The relocation and/or removal of boat moorings may be undertaken only in accordance with such rules and regulations as may be adopted by the Board.**¹ Notwithstanding any provision of this Declaration, owners shall have the right to transfer and change the designation of boat moorings which are appurtenant to their respective condominium units by recordation in the Bureau of an amendment to this Declaration and appropriate conveyance document, both signed by the seller and the buyer of the boat mooring, and their respective mortgagees, if any.

The boat mooring shall be restricted to use by boats no larger than twenty-three (23) feet in length. The owner of a condominium unit to which a boat mooring is appurtenant, at such owner's sole expense, shall maintain and repair the boat mooring in a good, safe and clean condition; provided, that if owner fails to maintain and/or repair the boat mooring in a good, safe and clean condition, the Association may arrange for the maintenance and/or repair work to be performed and the actual cost of such work plus a reasonable administrative fee as may be levied by the Board shall be charged to the owner so long as the Association (i) has provided the owner with written notice of the maintenance and/or repair work, the estimated cost of such work and the estimated administrative fee for arranging for such work on behalf of the owner, and (ii) the owner fails to notify the Association in writing within seven (7) days of owner's receipt of the Association's notice that owner has made arrangements for such

¹ This sentence was added by the Tenth Declaration Amendment recorded in the State of Hawaii Bureau of Conveyances on August 28, 2009.

maintenance and/or repair work to be performed, the person or persons who will perform such work, and the date such work will begin.

12. The Declaration §13 provides in part (emphasis added):

Compliance with Declaration, Bylaws and the Act. All owners, their tenants, families, employees, servants, guests, and any other persons who may in any manner use the Project, **shall be bound by and comply strictly with the provisions of this Declaration,** the Bylaws, the Act, **all agreements, decisions and determinations by the Association as are lawfully made or amended from time to time,** that certain Declaration of Restrictive Covenant (Private Park) dated June 3, 1991 recorded in the Bureau as Document No. 91-119313 (hereinafter referred to as the “Declaration of Restrictive Covenant (Private Park)”), and the Declaration of Protective Provisions (Hawaii Kai Marina), **and failure to comply with any of the same shall be grounds for** an action to recover sums due for damages or **injunctive relief, and any other remedies available in law or in equity, maintainable by the Board** or managing agent **on behalf of the Association** or, in a proper case, by any aggrieved owner. [...]

13. In early 2011, the Association requested an assessment of the condition of its marina consisting of the boat mooring walkways and boat moorings for repairs and maintenance.

14. Pursuant to recommendations received from by two qualified consultants, the Association awarded a contract to Bellingham Marine to perform repairs and renovations to the Kalele Kai marina. These repairs and renovations were completed in 2012.

15. In 2012, the Association assessed each boat mooring owner a special assessment of \$2,000 per mooring, attributable to costs incurred to repair and renovate the marina. Yoshikawa was assessed \$12,000 pursuant to his ownership of six appurtenant boat moorings.

16. On or around November 30, 2012, Yoshikawa, through his representative Kazuhiko Udagawa, informed the Association of his intent to purchase a Riviera 43 Offshore Express, measuring approximately 49 feet and 4 inches in length.

17. Prior to Yoshikawa's purchase of a Riviera 43 Offshore Express, the Association, through both its Resident Manager and General Counsel, advised Yoshikawa of the Declaration's 23 foot boat length restriction, that Yoshikawa lacked approval to moor a boat in excess of 23 feet in length at Kalele Kai, and that the Board of Directors of the Association objected to Yoshikawa's intention to moor a boat in excess of 23 feet in length at Kalele Kai.

18. The foregoing communications by the Association were expressed in person and in writing to Yoshikawa, his agent, Mr. Udagawa, and his fiancé and now spouse, Maiko Sakata (Yoshikawa), and in writing to his legal counsel.

19. Notwithstanding multiple communications of the Association's objections and concerns made to Yoshikawa, and without Association approval, Yoshikawa proceeded to purchase the Riviera 43 Offshore Express which he named the "ROLA," and moored the ROLA for the first time at Kalele Kai on October, 28, 2013, one (1) day before Mediation was scheduled to commence between the parties.

20. The Association through its Resident Manager issued a written Notice of Violation to Yoshikawa, and made subsequent written demands upon Yoshikawa to remove the ROLA and comply with the Declaration, yet Yoshikawa remains in violation.

21. From October 28, 2013 to present, Yoshikawa continues to moor the ROLA Kalele Kai, in ongoing and material violation of the Declaration's 23 foot boat length restriction.

22. The ROLA is the only boat presently moored at Kalele Kai in violation of the Declaration's 23 foot boat length.

COUNT I
Declaratory and Injunctive Relief

23. The Association incorporates by reference herein all paragraphs in this Complaint as if fully set forth herein.

24. Pursuant to Hawaii Revised Statutes Chapter 632, and Rule 57 of the Hawaii Rules of Civil Procedure, the Association seeks declaratory relief and final adjudication as to the rights and liabilities of the parties herein, as follows:

(a) That Yoshikawa has materially, intentionally, and openly violated the 23-foot boat length restriction set forth in the Declaration §5.

(b) That the Kalele Kai boat dock area and boat moorings were and are designated properly as limited common elements in accordance with Declaration §5.

(c) That the special assessment for repair costs which was imposed on Yoshikawa, and all other appurtenant boat mooring owners, was and is valid, proper, and in accordance with Declaration §5.

25. The Association seeks injunctive relief and the issuance of a permanent injunction which compels Yoshikawa to immediately and permanently remove the ROLA from Kalele Kai, in accordance with the Declaration and Hawaii law.

COUNT II
Breach of Governing Documents

26. The Association incorporates by reference herein all paragraphs in this Complaint as if fully set forth herein.

27. Yoshikawa, as an owner at Kalele Kai and member of the Association, is obligated to comply strictly with the Association's governing documents, including the Declaration, Bylaws and House Rules pursuant to the Declaration §13 and HRS § 514B-112.

28. Yoshikawa has breached the Association's governing documents, which entitled the Association to damages, in an amount to be proven at trial.

PRAYERS FOR RELIEF

The Association respectfully prays that the Court GRANT the following relief:

- A. A declaration that Yoshikawa has materially, intentionally, and openly violated the Declaration's 23-foot boat length restriction, and he has failed to comply strictly with the restriction in accordance with his obligation owed as a member of the Association and an owner at Kalele Kai.
- B. A permanent and mandatory injunction that compels Yoshikawa to strictly, immediately, and permanently comply with the Declaration, remove the ROLA from Kalele Kai, and permanently enjoin Yoshikawa from mooring a boat at Kalele Kai over 23 feet in length.
- C. A declaration that the Kalele Kai boat dock area and boat moorings were and are designated properly as limited common elements in accordance with the Declaration.
- D. A declaration that the special assessment for repair costs imposed on Yoshikawa and all other boat mooring owners was and is valid, proper, and in accordance with the Declaration.
- E. A ruling that Yoshikawa breached the Association's governing documents and is liable to the Association for damages, including, but not limited to, general, compensatory, special and punitive damages, in an amount to be proven at trial;
- F. For an award in favor of the Association for its reasonable attorneys' fees and costs from Yoshikawa; and

G. For such other relief which this Court finds is just and equitable.

DATED: Honolulu, Hawaii, January 21, 2015.

A handwritten signature in black ink, appearing to read 'C. Shea Goodwin', is written over a horizontal line.

CHRISTOPHER SHEA GOODWIN

THOMAS D. SANDS

JOHN D. ZALEWSKI

JANA M. NARUSE

Attorneys for Plaintiff

ASSOCIATION OF OWNERS OF KALELE KAI

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ASSOCIATION OF OWNERS
OF KALELE KAI,

Plaintiff,

vs.

HITOSHI YOSHIKAWA;
DOE DEFENDANTS 1-10,

Defendants.

CIVIL NO. _____

SUMMONS

SUMMONS

STATE OF HAWAII

TO THE ABOVE-NAMED DEFENDANT

You are hereby summoned and required to file with the Court and serve upon Plaintiff's attorneys, Christopher S. Goodwin AAL, LLLC, whose address is at Pacific Guardian Center, Mauka Tower, 737 Bishop Street, Suite 1640, Honolulu, Hawaii 96813 and Case Lombardi and Pettit, whose address is Pacific Guardian Center, Mauka Tower, 737 Bishop Street, Suite 2600, Honolulu, Hawaii 96813, an answer to the Complaint that is attached. This action must be taken within twenty (20) days after service of this summons upon you, exclusive of the day of service.

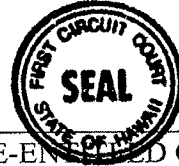
If you fail to make your answer within the twenty (20) day time limit, judgment by default will be taken against you for the relief demanded in the Complaint.

This summons shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the general public, unless a judge of the above-entitled court permits, in writing on this summons, personal delivery during those hours.

A failure to obey this summons may result in an entry of default and default judgment against the disobeying person or party.

DATE ISSUED: Honolulu, Hawaii, JAN 21 2015.

M. CHING



CLERK OF THE ABOVE-ENCLOSED COURT

CASE LOMBARDI & PETTIT
A LAW CORPORATION

Lissa H. Andrews
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February 20, 2015

Terrance M. Revere, Esq.
Lauren C. McDowell, Esq.
970 North Kalaheo Avenue, Suite A301
Kailua, Hawaii 96734

VIA EMAIL ATTACHMENT
& FACSIMILE 808 791-9551

Re: Yoshikawa vs. Association of Owners of Kalele Kai

Dear Counsel:

In accordance with HRS §514B-163(b),¹ please be advised that Association of Owners of Kalele Kai hereby makes its written demand for trial de novo in connection with any and all claims, counterclaims, and defenses asserted in the non-binding arbitration proceeding between your client, Hitoshi Yoshikawa, and our and Mr. Goodwin's client, the Association of Owners of Kalele Kai, in DPR Arb. No. 13-0496-A, including but not limited to the "Final Award of Arbitrator" dated February 11, 2015, which was served on the undersigned counsel on February 12, 2015, and the "Arbitrator's Partial Final Award" dated December 12, 2014, which is referenced in and attached to the aforementioned Final Award of Arbitrator.²

¹ HRS §514B-163 is entitled "Trial de novo and appeal" and provides as follows:

- (a) The submission of any dispute to an arbitration under section 514B-162 shall in no way limit or abridge the right of any party to a trial de novo.
- (b) Written demand for a trial de novo by any party desiring a trial de novo shall be made upon the other parties within ten days after service of the arbitration award upon all parties and the trial de novo shall be filed in circuit court within thirty days of the written demand. Failure to meet these deadlines shall preclude a party from demanding a trial de novo.
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² Similar to the Partial Final Award, the Final Award of Arbitrator is erroneous in many respects. Indeed, the captions erroneously refer to our and Mr. Goodwin's client as the "Association of Apartment Owners of Kalele Kai" and "Respondent." In fact: (1) the correct name of the entity is Association of Owners of Kalele Kai; (2) its capacity in the non-binding arbitration has been that of both a Respondent and a Counterclaimant.

Terrance M. Revere, Esq.
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February 20, 2015
Page 2

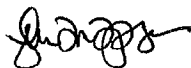
This demand for trial de novo incorporates by reference our letter making demand for trial de novo dated December 20, 2014, sent in connection with the Arbitrator's Partial Final Award, which was timely transmitted to you.

Finally, Ms. McDowell's email of February 13, 2015 threatens to "*immediately file a motion with the Circuit Court and will initiate garnishment proceedings of the Association's account*" unless payment of the (non-binding) award is received by February 20, 2015, i.e., today.

It would be unlawful and highly improper to engage in "*garnishment proceedings*" or other collection attempts, predicated on a non-binding award that is the subject of a de novo civil action in First Circuit Court.

NOTICE is hereby provided to you and Mr. Yoshikawa that engaging or attempting to engage in any such conduct is likely to cause our client to sustain compensatory and consequential damages, and other harm. We urge you and your client to consider and adhere to Hawaii law prior to taking any action.

Very truly yours,
CASE LOMBARDI & PETTIT



John D. Zalewski
Jana M. Naruse

c: Chris Goodwin, Esq.
Client

* * * Transmission Result Report (Feb. 20, 2015 9:22AM) * * *

T T I CASE LOMBARDI (808) 523-5573

File	Mode	Option	Address (Group)	Result	Page
7083	SAF_TX		7919551	OK	P. 2/2

Reason for Error

1) Hang up or line fall
3) No answer

2) Busy

4) No facsimile connection

CASE LOMBARDI & PETTIT

A LAW CORPORATION

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February 20, 2015

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CHRISTOPHER SHEA GOODWIN, AAL LLC
CHRISTOPHER SHEA GOODWIN 5925
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Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

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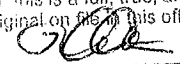
CIVIL NO. 15-1-0102-01 KTN
(Declaratory Judgment)

FIRST AMENDED COMPLAINT FOR
TRIAL DE NOVO; SUMMONS

FIRST AMENDED COMPLAINT FOR TRIAL DE NOVO

COMES NOW, Plaintiff ASSOCIATION OF OWNERS OF KALELE KAI
("Association"), by and through attorneys, CHRISTOPHER SHEA GOODWIN, ATTORNEY
AT LAW, LLC, and CASE LOMBARDI & PETTIT, and files this First Amended Complaint
for Trial De Novo pursuant to HRS §514B-163 against Defendant HITOSHI YOSHIKAWA
("Yoshikawa"), and avers and alleges as follows:

I hereby certify that this is a full, true, and
correct copy of the original on file in this office.


Clerk Circuit Court, First Circuit

PARTIES

1. The Association is a Hawaii nonprofit condominium association existing pursuant to Hawaii Revised Statutes Chapter 514B, formed in accordance with and governed by the Declaration of Condominium Property Regime recorded in the State of Hawaii Bureau of Conveyances as Document No. 93-089469 on June 1, 1993, as amended (“Declaration”) and the Bylaws of the Association of Owners of Kalele Kai in the State of Hawaii Bureau of Conveyances as Document No. 93-87470 recorded on June 1, 1993, as amended (“Bylaws”).

2. Yoshikawa is a member of the Association, and owns Apartment No. 106, also known as TH1006, and Boat Moorings Nos. 28-33 appurtenant thereto, at the residential condominium project known as Kalele Kai, located at 1 Keahole Place, Honolulu , Hawaii 96825 (“Property”), by virtue of the Apartment Deed (With Boat Moorings), recorded in the State of Hawaii Bureau of Conveyances as Document No. 2010-165562 on November 1, 2010.

3. DOE Defendants 1-10 are persons, corporations, entities or governmental units which in some manner presently unknown to the Association are liable to the Association, have engaged or involved in the activities alleged herein and/or were in some manner responsible for the injuries or damage to the Association, and whose true names, identities and capacities are presently unknown to the Association or its attorneys. The Association will substitute the true names, identities, capacities, activities and/or responsibilities when the same are ascertained.

4. The acts and omissions alleged herein occurred in the City and County of Honolulu, State of Hawaii. The amount of damages suffered by the Association as a result thereof is in excess of the jurisdictional requirements of this Court.

FACTS

5. The Declaration and Bylaws run with the land.

6. The Declaration and Bylaws are restrictions stated in to Yoshikawa's Apartment Deed.

7. As a member of the Association and an owner of a unit at Kalele Kai, Yoshikawa is obligated to comply strictly with the Declaration and Bylaws.

8. Declaration §5 restricts the use of the boat moorings to **boats no larger than twenty-three (23) feet in length.**

9. Pursuant to Declaration §5, all boat moorings at Kalele Kai are limited common elements, with the exception of Boat Moorings Nos. 7 and 8, which are common elements.

10. Declaration §5 provides in part (emphasis added):

Common Elements. One freehold estate is hereby designated in all of the remaining portions and appurtenances of the Project (hereinafter referred to as the "common elements"), including specifically, but not limited to:

- (a) The Land in fee simple;
- (b) All structural components [...];
- (c) All walkways, including the boat mooring walkways, and interior roadways located upon the Land; [...]

(j) Two (2) boat moorings (designated B7 and B8 on the Condominium Map). The boat moorings shall be restricted to use by boats no larger than twenty-three (23) feet in length and shall be subject to that certain Declaration of Protective Provisions dated January 30, 1991, recorded in the Bureau as Document No. 91-026955, as amended (hereinafter referred to as the "Declaration of Protective Provisions (Hawaii Kai Marina)") and any rules and regulations promulgated thereunder, this Declaration, the Bylaws and any house rules adopted by the Board. **All remaining boat moorings of the Project shall be designated as "limited common elements" appurtenant to designated condominium units as described in more detail herein below; [...]**

11. Declaration §5 further provides in part (emphasis added):

Limited Common Elements:

The following common elements, (hereinafter referred to and designated as "limited common elements"), are hereby set aside and reserved for the exclusive use of certain condominium units, and such condominium units shall have appurtenant thereto exclusive easements for use of such limited common elements. **The limited common elements so set aside and reserved are as follows: [...]**

(b) **All boat moorings shall be identified by the letter "B" and a number. Condominium unit 3110 initially shall have appurtenant thereto boat moorings B1 through B6, inclusive, and B9 through B60,** inclusive, as designated on the Condominium Map. Notwithstanding any provision of this Declaration, the Developer, as the initial owner of condominium unit 3110, shall have the right to amend this Declaration (1) prior to the conveyance of condominium unit 3110, to transfer and redesignate any unsold boat moorings from condominium unit 3110 to any other condominium unit(s), and (2) as often as is necessary thereafter, to transfer and redesignate any unsold boat moorings from any condominium units owned by the Developer to any other condominium unit(s). Such transfers and redesignations shall be effectuated by amendments to the Declaration signed by the Developer and recorded in the Bureau. Such condominium units shall enjoy the exclusive use of the boat moorings appurtenant thereto, subject to that certain Declaration of Protective Provisions (Hawaii Kai Marina) and any rules and regulations promulgated thereunder, this Declaration, the Bylaws and any house rules adopted by the Board. **The relocation and/or removal of boat moorings may be undertaken only in accordance with such rules and regulations as may be adopted by the Board.**¹ Notwithstanding any provision of this Declaration, owners shall have the right to transfer and change the designation of boat moorings which are appurtenant to their respective condominium units by recordation in the Bureau of an amendment to this Declaration and appropriate conveyance document, both signed by the seller and the buyer of the boat mooring, and their respective mortgagees, if any.

The boat mooring shall be restricted to use by boats no larger than twenty-three (23) feet in length. The owner of a condominium unit to which a boat mooring is appurtenant, at such owner's sole expense, shall maintain and repair the boat mooring in a good, safe and clean condition; provided, that if owner fails to maintain and/or repair the boat mooring in a good, safe and clean condition, ~~the Association may arrange for the maintenance and/or repair work to be performed and the actual cost of such work plus a reasonable administrative fee as may be levied by the Board shall be charged to the owner so long as the Association (i) has provided the owner with written notice of the maintenance and/or repair work, the estimated cost of such work and the estimated administrative fee for arranging for such work on behalf of the owner, and (ii) the owner fails to notify the Association in writing within seven (7) days of owner's receipt of the Association's notice that owner has made arrangements for such maintenance and/or repair work to be performed, the person or persons who will perform such work, and the date such work will begin.~~

12. The Declaration §13 provides in part (emphasis added):

Compliance with Declaration, Bylaws and the Act. All owners, their tenants, families, employees, servants, guests, and any other persons who may in any manner use the Project, **shall be bound by and comply strictly with the**

¹ This sentence was added by the Tenth Declaration Amendment recorded in the State of Hawaii Bureau of Conveyances on August 28, 2009.

provisions of this Declaration, the Bylaws, the Act, **all agreements, decisions and determinations by the Association as are lawfully made or amended from time to time**, that certain Declaration of Restrictive Covenant (Private Park) dated June 3, 1991 recorded in the Bureau as Document No. 91-119313 (hereinafter referred to as the “Declaration of Restrictive Covenant (Private Park)”), and the Declaration of Protective Provisions (Hawaii Kai Marina), **and failure to comply with any of the same shall be grounds for** an action to recover sums due for damages or **injunctive relief, and any other remedies available in law or in equity, maintainable by the Board** or managing agent **on behalf of the Association** or, in a proper case, by any aggrieved owner. [...]

13. In early 2011, the Association requested an assessment of the condition of its marina consisting of the boat mooring walkways and boat moorings for repairs and maintenance.

14. Pursuant to recommendations received from by two qualified consultants, the Association awarded a contract to Bellingham Marine to perform repairs and renovations to the Kalele Kai marina. These repairs and renovations were completed in 2012.

15. In 2012, the Association assessed each boat mooring owner a special assessment of \$2,000 per mooring, attributable to costs incurred to repair and renovate the marina. Yoshikawa was assessed \$12,000 pursuant to his ownership of six appurtenant boat moorings.

16. On or around November 30, 2012, Yoshikawa, through his representative Kazuhiko Udagawa, informed the Association of his intent to purchase a Riviera 43 Offshore Express, measuring approximately 49 feet and 4 inches in length.

17. Prior to Yoshikawa’s purchase of a Riviera 43 Offshore Express, the Association, through both its Resident Manager and General Counsel, advised Yoshikawa of the Declaration’s 23 foot boat length restriction, that Yoshikawa lacked approval to moor a boat in excess of 23 feet in length at Kalele Kai, and that the Board of

Directors of the Association objected to Yoshikawa's intention to moor a boat in excess of 23 feet in length at Kalele Kai.

18. The foregoing communications by the Association were expressed in person and in writing to Yoshikawa, his agent, Mr. Udagawa, and his fiancé and now spouse, Maiko Sakata (Yoshikawa), and in writing to his legal counsel.

19. Notwithstanding multiple communications of the Association's objections and concerns made to Yoshikawa, and without Association approval, Yoshikawa proceeded to purchase the Riviera 43 Offshore Express which he named the "ROLA," and moored the ROLA for the first time at Kalele Kai on October, 28, 2013, one (1) day before Mediation was scheduled to commence between the parties.

20. The Association through its Resident Manager issued a written Notice of Violation to Yoshikawa, and made subsequent written demands upon Yoshikawa to remove the ROLA and comply with the Declaration, yet Yoshikawa remains in violation.

21. From October 28, 2013 to present, Yoshikawa continues to moor the ROLA Kalele Kai, in ongoing and material violation of the Declaration's 23 foot boat length restriction.

21. The ROLA is the only boat presently moored at Kalele Kai in violation of the Declaration's 23 feet boat length restriction.

COUNT I
Declaratory and Injunctive Relief

22. The Association incorporates by reference herein all paragraphs in this Complaint as if fully set forth herein.

23. Pursuant to Hawaii Revised Statutes Chapter 632, and Rule 57 of the Hawaii Rules of Civil Procedure, the Association seeks declaratory relief and final adjudication as to the rights and liabilities of the parties herein, as follows:

(a) That Yoshikawa has materially, intentionally, and openly violated the 23-foot boat length restriction set forth in the Declaration §5.

(b) That the Kalele Kai boat dock area and boat moorings were and are designated properly as limited common elements in accordance with Declaration §5.

(c) That the special assessment for repair costs which was imposed on Yoshikawa, and all other appurtenant boat mooring owners, was and is valid, proper, and in accordance with Declaration §5.

24. The Association seeks injunctive relief and the issuance of a permanent injunction which compels Yoshikawa to immediately and permanently remove the ROLA from Kalele Kai, in accordance with the Declaration and Hawaii law.

COUNT II

Breach of Governing Documents

25. The Association incorporates by reference herein all paragraphs in this Complaint as if fully set forth herein.

26. Yoshikawa, as an owner at Kalele Kai and member of the Association, is obligated to comply strictly with the Association's governing documents, including the Declaration, Bylaws and House Rules pursuant to the Declaration §13 and HRS § 514B-112.

27. Yoshikawa has breached the Association's governing documents, which entitled the Association to damages, in an amount to be proven at trial.

PRAYERS FOR RELIEF

The Association respectfully prays that the Court GRANT the following relief:

A. A declaration that Yoshikawa has materially, intentionally, and openly violated the Declaration's 23-foot boat length restriction, and he has failed to comply strictly with the restriction in accordance with his obligation owed as a member of the Association and an owner at Kalele Kai.

B. A permanent and mandatory injunction that compels Yoshikawa to strictly, immediately, and permanently comply with the Declaration, remove the ROLA from Kalele Kai, and permanently enjoin Yoshikawa from mooring a boat at Kalele Kai over 23 feet in length.

C. A declaration that the Kalele Kai boat dock area and boat moorings were and are designated properly as limited common elements in accordance with the Declaration.

D. A declaration that the special assessment for repair costs imposed on Yoshikawa and all other boat mooring owners was and is valid, proper, and in accordance with the Declaration.

E. A ruling that Yoshikawa breached the Association's governing documents and is liable to the Association for damages, including, but not limited to, general, compensatory, special and punitive damages, in an amount to be proven at trial;

F. For an award in favor of the Association for its reasonable attorneys' fees and costs from Yoshikawa; and

G. For such other relief which this Court finds is just and equitable.

DATED: Honolulu, Hawaii, February 20, 2015.



CHRISTOPHER SHEA GOODWIN
JOHN D. ZALEWSKI
JANA M. NARUSE
Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ASSOCIATION OF OWNERS
OF KALELE KAI,

Plaintiff,

vs.

HITOSHI YOSHIKAWA;
DOE DEFENDANTS 1-10,

Defendants.

CIVIL NO. 15-1-0102-01 KTN

SUMMONS

SUMMONS

STATE OF HAWAII

TO THE ABOVE-NAMED DEFENDANT

You are hereby summoned and required to file with the Court and serve upon Plaintiff's attorneys, Christopher S. Goodwin AAL, LLC, whose address is at Pacific Guardian Center, Mauka Tower, 737 Bishop Street, Suite 1640, Honolulu, Hawaii 96813 and Case Lombardi and Pettit, whose address is Pacific Guardian Center, Mauka Tower, 737 Bishop Street, Suite 2600, Honolulu, Hawaii 96813, an answer to the First Amended Complaint that is attached. This action must be taken within twenty (20) days after service of this summons upon you, exclusive of the day of service.

If you fail to make your answer within the twenty (20) day time limit, judgment by default will be taken against you for the relief demanded in the First Amended Complaint.

This summons shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the general public, unless a judge of the above-entitled court permits, in writing on this summons, personal delivery during those hours.

A failure to obey this summons may result in an entry of default and default judgment against the disobeying person or party.

DATE ISSUED: Honolulu, Hawaii, FEB 20 2015.

F. OTAKE



CLERK OF THE ABOVE-ENTITLED COURT

CASE LOMBARDI & PETTIT

A LAW CORPORATION

Lissa H. Andrews
David G. Brittin
James M. Cribble
Stacey W.E. Foy
Adelbert Green
Michael L. Lam
Dennis M. Lombardi†
Michael R. Marsh

Jon M.H. Pang
Ted N. Pettit, Ph.D.
Lauren R. Sharkey
Mark G. Valencia
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John D. Zalewski

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Jana M. Naruse
Thomas D. Sands

Of Counsel
John R. Dwyer, Jr.
Gregory M. Hansen
Frederick W. Rohlfing III

† A Law Corporation

Daniel H. Case (Retired 2012)

March 13, 2015

Terrance M. Revere, Esq.
Lauren C. McDowell, Esq.
Pali Palms Plaza
North Kalaheo Avenue, Suite A301
Kailua, Hawaii 96734

VIA EMAIL ATTACHMENT
AND UNITED STATES MAIL

Re: Association of Owners of Kalele Kai vs. Hitoshi Yoshikawa, Civil No. 15-1-0102-01 KTN (First Circuit Court)

Dear Counsel:

This letter pertains to the following motion filed by your office on March 11, 2015:

DEFENDANT HITOSHI YOSHIKAWA'S MOTION FOR AN ORDER CONFIRMING THE AWARD OF ATTORNEYS' FEES AND COSTS CONTAINED IN THE FINAL AWARD OF THE ARBITRATOR, DATED FEBRUARY 12, 2015, INCORPORATING THE ARBITRATOR'S PARTIAL FINAL AWARD, DATED DECEMBER 12, 2014, IN DPR NO. 13-0496-A AND FOR JUDGMENT IN CONFORMITY THEREWITH; MEMORANDUM IN SUPPORT OF MOTION; DECLARATION OF COUNSEL; EXHIBITS 1-2; NOTICE OF HEARING MOTION & CERTIFICATE OF SERVICE (the "Motion")

HRS §514B-163, subsection (c) provides as follows: "**The award of arbitration shall not be made known to the trier of fact at a trial de novo.**" A copy of the complete statute is attached.

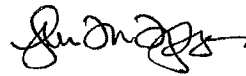
The Motion refers to and incorporates by reference the non-binding award of arbitration, and attaches the award as Exhibit 1 to the Motion.

The Motion with attached award of arbitration is set for hearing on April 21, 2015 before the Honorable Judge Karen T. Nakasone, who is the trier of fact in the above de novo proceeding, and thus **violates HRS §514B-163(c)**.

DEMAND is hereby made that your office **WITHDRAW the Motion within 10 days**. Failure to do so will cause the Association to seek all remedies including its legal fees and costs for addressing and remediating this violation.

Terrance M. Revere, Esq.
Lauren C. McDowell, Esq.
March 13, 2015
Page 2

Very truly yours,
CASE LOMBARDI & PETTIT



John D. Zalewski
Jana M. Naruse

Enclosure (HRS §514B-163)
c: Christopher Shea Goodwin, Esq.
Client

West's Hawai'i Revised Statutes Annotated
Division 3. Property; Family
Title 28. Property
Chapter 514B. Condominiums (Refs & Annos)
Part VI. Management of Condominiums (Refs & Annos)
D. Alternative Dispute Resolution

HRS § 514B-163

[§ 514B-163]. Trial de novo and appeal

Currentness

- (a) The submission of any dispute to an arbitration under section 514B-162 shall in no way limit or abridge the right of any party to a trial de novo.
- (b) Written demand for a trial de novo by any party desiring a trial de novo shall be made upon the other parties within ten days after service of the arbitration award upon all parties and the trial de novo shall be filed in circuit court within thirty days of the written demand. Failure to meet these deadlines shall preclude a party from demanding a trial de novo.
- (c) The award of arbitration shall not be made known to the trier of fact at a trial de novo.
- (d) In any trial de novo demanded under this section, if the party demanding a trial de novo does not prevail at trial, the party demanding the trial de novo shall be charged with all reasonable costs, expenses, and attorneys' fees of the trial. When there is more than one party on one or both sides of an action, or more than one issue in dispute, the court shall allocate its award of costs, expenses, and attorneys' fees among the prevailing parties and tax such fees against those nonprevailing parties who demanded a trial de novo in accordance with the principles of equity.

Credits

Laws 2004, ch. 164, § 2.

HRS § 514B-163, HI ST § 514B-163

Current through Act 235 [End] of the 2014 Regular Session of the Hawai'i Legislature.

John Zalewski

From: Terry Revere <terry@revereandassociates.com>
Sent: Monday, March 23, 2015 1:11 PM
To: Jana M. Naruse
Cc: lauren@revereandassociates.com
Subject: Re: Kalele Kai re Yoshikawa - Letter re Motion to Confirm

Dear Jana,

In response to your letter that demands a withdrawal or else, we respectfully decline to withdraw anything. The "violation" you refer to is non-existent. Among other things, Judge Nakasone is not going to be the trier of fact in this case. In the unlikely event that our motion to dismiss is not granted, we will be filing an Answer, Counterclaim and demand for jury trial. Therefore, if you proceed with your threatened motion, we will be seeking fees and costs.

Thanks,

Terry

Terrance M. Revere
Revere & Associates, LLLC
970 North Kalaheo Ave. Ste. A301
Kailua, HI 96734
(808)791-9550

On Mar 13, 2015, at 2:49 PM, Jana M. Naruse <JMN@caselombardi.com> wrote:

Dear Terry and Lauren,

Please find attached a letter of today's date from our office.

Thank you,

-Jana

Jana M. Naruse, Esq.
Case Lombardi & Pettit
Pacific Guardian Center, Mauka Tower
737 Bishop Street, Suite 2600
Honolulu, HI 96813
(808) 547-5400
(808) 523-1888 (fax)
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<2125503_1_2015-03-13 Letter to Revere re_ Withdraw of Attys Fees Award Mtn.PDF>

John Zalewski

From: Jana M. Naruse <JMN@caselombardi.com>
Sent: Monday, March 23, 2015 4:29 PM
To: Terry Revere
Cc: lauren@revereandassociates.com; John Zalewski; Christopher Shea Goodwin (chris@christophersheagoodwin.com)
Subject: RE: Kalele Kai re Yoshikawa - Letter re Motion to Confirm

Terry –

Thank you for your email. While we disagree with your position, we propose a stipulation in an attempt to avoid the necessity for our office to file a motion to strike the subject motion filed by your office and the cost and inconvenience to the parties and the Court. In the stipulation, the parties would agree to the Court accepting your client's motion and any related subsequent pleadings for filing under seal. The stipulation would cite and quote the applicable statute, recite Yoshikawa's intention to file a demand for jury trial in this case, whereby the Court will not be the finder of fact and state that the stipulation does not affect the parties' positions with respect to the merits of motion.

Absent a stipulation, the statute will not be followed and the fact-finder will have access to review of the motion and related pleadings as publicly-filed documents, contrary to both the letter and intent of the statute, necessitating a motion to strike.

Please advise.

Jana Naruse

Jana M. Naruse, Esq.
Case Lombardi & Pettit
Pacific Guardian Center, Mauka Tower
737 Bishop Street, Suite 2600
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Thanks,

Terry

Terrance M. Revere
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Please find attached a letter of today's date from our office.

Thank you,

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<2125503_1_2015-03-13 Letter to Revere re_ Withdraw of Attys Fees Award Mtn.PDF>

John Zalewski

From: Lauren McDowell <lauren@revereandassociates.com>
Sent: Friday, March 27, 2015 1:00 PM
To: Jana M. Naruse
Cc: Terry Revere; Chris Goodwin; John Zalewski
Subject: Re: Kalele Kai re Yoshikawa - Letter re Motion to Confirm

Hi Jana,

HRS 514B-163(c) states that "[t]he award of arbitration shall not be made known to the trier of fact at a trial de novo." As Terry stated in his email below, any trier of fact in this trial de novo will be a jury as opposed to the Judge. All sorts of documents and pleadings are filed in court before a trial that should not and are not seen by the jury (like Settlement Conference Statements and Motions in Limine arguing to keep certain evidence from the jury). Juries are informed not to engage in outside investigations and are presumed not to do so. As such, we do not believe that your proposed stipulation is necessary and a motion to strike would be baseless would and warrant an award of the attorneys' fees and costs incurred in necessitating our response.

Thank you,
Lauren

Lauren C. McDowell, Esq.

Revere & Associates, LLC
Pali Palms Plaza
970 N. Kalaheo Avenue, Suite A301
Kailua, Hawai'i 96734

Direct Line: (808) 791-9554
Office: (808) 791-9550
lauren@revereandassociates.com

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On Mar 27, 2015, at 9:23 AM, Jana M. Naruse <JMN@caselombardi.com> wrote:

Dear Terry and Lauren,

I am following up to my email below as we have not yet heard back from you. Please provide a response by no later than 5 p.m. today as to our proposal for a stipulation to avoid the filing of a motion to strike.

Thanks,

-Jana

Jana M. Naruse, Esq.
Case Lombardi & Pettit
Pacific Guardian Center, Mauka Tower
737 Bishop Street, Suite 2600
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Subject: Re: Kalele Kai re Yoshikawa - Letter re Motion to Confirm

Dear Jana,

In response to your letter that demands a withdrawal or else, we respectfully decline to withdraw anything. The "violation" you refer to is non-existent. Among other things, Judge Nakasone is not going to be the trier of fact in this case. In the unlikely event that our motion to dismiss is not granted, we will be filing an Answer, Counterclaim and demand for jury trial. Therefore, if you proceed with your threatened motion, we will be seeking fees and costs.

Thanks,

Terry

Terrance M. Revere
Revere & Associates, LLLC
970 North Kalaheo Ave. Ste. A301
Kailua, HI 96734
(808)791-9550

On Mar 13, 2015, at 2:49 PM, Jana M. Naruse <JMN@caselombardi.com> wrote:

Dear Terry and Lauren,

Please find attached a letter of today's date from our office.

Thank you,

-Jana

Jana M. Naruse, Esq.
Case Lombardi & Pettit
Pacific Guardian Center, Mauka Tower
737 Bishop Street, Suite 2600
Honolulu, HI 96813
(808) 547-5400
(808) 523-1888 (fax)
E-mail: jnaruse@caselombardi.com

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<2125503_1_2015-03-13 Letter to Revere re_ Withdraw of Attys Fees Award Mtn.PDF>

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ASSOCIATION OF OWNERS
OF KALELE KAI,

Plaintiff,

vs.

HITOSHI YOSHIKAWA;
DOE DEFENDANTS 1-10,

Defendants.

CIVIL NO. 15-1-0102-01 KTN

NOTICE OF HEARING ON MOTION

NOTICE OF HEARING ON MOTION

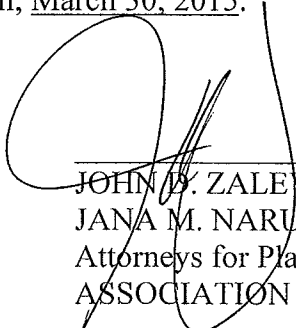
TO: TERRANCE M. REVERE, ESQ.
LAUREN C. McDOWELL, ESQ.
Pali Palms Plaza
970 N. Kalaheo Ave., Suite A301
Kailua, HI 96734

Attorneys for Defendant HITOSHI YOSHIKAWA

PLEASE TAKE NOTICE that the foregoing Motion shall come on for hearing before
THE HONORABLE KAREN T. NAKASONE, Judge of the above-entitled Court, in her
Courtroom at ~~Kaahumanu Hale, 777 Punchbowl Street~~ Kauikeoule Hale 111 Alakea St. 5B, Honolulu, Hawaii 96813 on

April 28, 2015, at 10:00 o'clock Am., or as soon thereafter as counsel
can be heard.

DATED: Honolulu, Hawaii, March 30, 2015.



JOHN B. ZALEWSKI

JANA M. NARUSE

Attorneys for Plaintiff

ASSOCIATION OF OWNERS OF KALELE KAI

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

ASSOCIATION OF OWNERS
OF KALELE KAI,

Plaintiff,

vs.

HITOSHI YOSHIKAWA;
DOE DEFENDANTS 1-10,

Defendants.

CIVIL NO. 15-1-0102-01 KTN

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I certify that the foregoing was served on the following persons by the following means
on the following date:

TERRANCE M. REVERE, ESQ.
LAUREN C. McDOWELL, ESQ.
Pali Palms Plaza
970 North Kalaheo Ave., Suite A301
Kailua, HI 96734

Email Attachment and
First Class United States Mail

Attorneys for Defendant HITOSHI YOSHIKAWA

DATED: Honolulu, Hawaii, March 30, 2015.



JOHN D. ZALEWSKI
JANA M. NARUSE
Attorneys for Plaintiff
ASSOCIATION OF OWNERS OF KALELE KAI