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A Limited Liability Law Partnership

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1ST CIRCUIT COURT
STATE OF HAWAII
FILED

2013 APR 11 PM 1:51

A. MARPLE
CLERK

Attorneys for Defendants

**HASEKO HOMES, INC., HASEKO CONSTRUCTION,
INC., KE NOHO KAI DEVELOPMENT, LLC, SPINNAKER
PLACE DEVELOPMENT LLC AND THE FAIRWAY'S EDGE
DEVELOPMENT, LLC**

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

Tadashi Mitsuoka and Victoria Mitsuoka;
Individually and in Their Representative
Capacities, on Behalf of Themselves and all
Others Similarly Situated,

Plaintiffs,

vs.

HASEKO HOMES, INC., a Hawaii corporation,
HASEKO CONSTRUCTION, INC., a Hawaii
corporation, KE NOHO KAI DEVELOPMENT,
LLC, a Hawaii corporation; SPINNAKER
PLACE DEVELOPMENT, LLC, a Hawaii
corporation; FAIRWAY'S EDGE
DEVELOPMENT, LLC, a Hawaii corporation;
COASTAL CONSTRUCTION, INC., a Hawaii
corporation; and DOES 1-10,

Defendants.

CIVIL NO. 12-1-3020-11 (VLC)
(Construction Defects)

**DEFENDANTS HASEKO HOMES, INC.,
HASEKO CONSTRUCTION, INC., KE
NOHO KAI DEVELOPMENT, LLC,
SPINNAKER PLACE DEVELOPMENT
LLC AND THE FAIRWAY'S EDGE
DEVELOPMENT, LLC'S ANSWER TO
FIRST AMENDED CLASS ACTION
COMPLAINT, FILED MARCH 8, 2013;
DEMAND FOR JURY TRIAL;
DEFENDANTS HASEKO HOMES, INC.,
HASEKO CONSTRUCTION, INC., KE
NOHO KAI DEVELOPMENT, LLC,
SPINNAKER PLACE DEVELOPMENT
LLC AND THE FAIRWAY'S EDGE
DEVELOPMENT, LLC'S CROSS-
CLAIM AGAINST COASTAL
CONSTRUCTION, INC.; SUMMONS;
and CERTIFICATE OF SERVICE**

**SUMMONS
DENIED**
LEGAL DOCUMENTS BR.

**DEFENDANTS HASEKO HOMES, INC., HASEKO CONSTRUCTION, INC.,
KE NOHO KAI DEVELOPMENT, LLC, SPINNAKER PLACE DEVELOPMENT
LLC AND THE FAIRWAY'S EDGE DEVELOPMENT, LLC'S ANSWER TO
FIRST AMENDED CLASS ACTION COMPLAINT, FILED MARCH 8, 2013**

COME NOW Defendants HASEKO HOMES, INC., HASEKO CONSTRUCTION, INC., KE NOHO KAI DEVELOPMENT, LLC, SPINNAKER PLACE DEVELOPMENT, LLC and THE FAIRWAY'S EDGE DEVELOPMENT, LLC (collectively referred to herein as the "Haseko Defendants"), by and through their undersigned counsel, and for an answer to Plaintiffs TADASHI MITSUOKA and VICTORIA MITSUOKA, Individually and in Their Representative Capacities and on Behalf of a Class of All Persons Similarly Situated (collectively referred to herein as "Plaintiffs") First Amended Class Action Complaint By The Plaintiffs, filed herein on March 8, 2013 (the "First Amended Class Action Complaint"), and state as follows:

FIRST DEFENSE

1. The First Amended Class Action Complaint fails to state a claim against the Haseko Defendants upon which relief may be granted.

SECOND DEFENSE

2. The Haseko Defendants deny the allegations contained in paragraphs 8, 9, 28, 28a, 28b, 28c, 28d, 28e, 28f, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 46a, 46b, 46c, 46d, 46e, 47, 51, 52, 53, 54, 55, 56, 57, 61, 62, 63, 64, 65, 66, 70, 71, 72, 73, 76, 77, 78, 79, 80, 83, 85, 87, 88, 91, 92, 93, 96, 98, 99 and 100, including all subparagraphs, of the First Amended Class Action Complaint .

3. In response to the allegations contained in paragraphs 1, 2, 4, 5, 10, 18, 19, 20, 21, 48, 50, 58, 69, 84, 90, 95 and 97 of the First Amended Class Action Complaint , the Haseko Defendants are without sufficient knowledge or information at the present time to form a belief as to the truth or veracity of said allegations and therefore deny the same.

4. In response to the allegations contained in paragraphs 59, 67, 74, 81, 89 and 94 of the First Amended Class Action Complaint, the Haseko Defendants repeat, reallege, and incorporate by reference their answers and responses to the paragraphs referenced therein as though more fully set forth herein.

5. In response to the allegation contained in paragraph 3, Haseko Defendants admit that there is a Honolulu Building and that the Building Code speaks for itself and except as admitted and hereinabove deny the remaining allegations contained in said paragraph.

6. In response to the allegation contained in paragraph 6, Haseko Defendants admit Defendants Haseko Homes and Haseko Construction designed and built portions of the Ocean Pointe development with anchor straps embedded into the concrete foundations of these homes, these embedded anchor straps are the subject of a class action complaint, entitled Alvarez et al. vs. Haseko Homes, Inc., et al., Case Number 09-1-2697-11, which was filed in the Circuit Court for the First Circuit of Hawaii on November 18, 2009, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

7. In response to the allegation contained in paragraph 7, Haseko Defendants admit Defendants Haseko Homes, Inc. (“Haseko Homes”), Haseko Construction, Inc. (“Haseko Construction”), Ke Noho Kai Development, LLC (“Ke Noho Kai”), Spinnaker Place Development, LLC (“Spinnaker”), and Fairway’s Edge Development, LLC (“Fairway’s Edge”) (collectively referred to as the “Developer Defendants”) developed and built homes in the Ocean Pointe development, located at Ewa Beach, in Honolulu, Hawaii (the “Ocean Pointe Homes”), using anchor bolts and connectors, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

8. In response to the allegation contained in paragraph 11, Haseko Defendants admit the above-listed Plaintiffs were members of a class of Ocean Pointe homeowners that the First Circuit of Hawaii certified on April 27, 2011, that class action complaint, entitled Alvarez, et al. vs. Haseko Homes, Inc., et al., Case Number 09-1-2697-11, was filed in the Circuit Court for the First Circuit of Hawaii on November 18, 2009, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

9. In response to the allegation contained in paragraph 12, Haseko Defendants admit Defendant Haseko Homes is a Hawaii corporation with its principal place of business located in the City and County of Honolulu, State of Hawaii. Haseko Homes is and was the developer and seller, or the managing member of the developer and seller of Ocean Pointe Homes, and are without sufficient knowledge or information at the present time to form a belief as to the truth or veracity of the remaining allegations contained in said paragraph and therefore deny the same.

10. In response to the allegation contained in paragraph 13, Haseko Defendants admit Defendant Haseko Construction is a Hawaii corporation with its principal place of business located in the City and County of Honolulu, State of Hawaii, and a contractor licensed in the State of Hawaii, Haseko Construction was the general contractor and/or construction manager for Haseko Homes, Ke Noho Kai, Spinnaker, and Fairway's Edge and was responsible for the construction of the Ocean Pointe Homes, and are without sufficient knowledge or information at the present time to form a belief as to the truth or veracity of the remaining allegations contained in said paragraph and therefore deny the same.

11. In response to the allegation contained in paragraph 14, Haseko Defendants admit Defendant Ke Noho Kai was and is a Hawaii limited liability company with its principal place of business located in the City and County of Honolulu, State of Hawaii, Ke Noho Kai is and was

the developer and seller of the homes in the subdivision of Ocean Pointe designated as Area III, also known as Ke'Alohi Kai, and are without sufficient knowledge or information at the present time to form a belief as to the truth or veracity of the remaining allegations contained in said paragraph and therefore deny the same.

12. In response to the allegation contained in paragraph 15, Haseko Defendants admit Defendant Spinnaker was and is a Hawaii corporation with its principal place of business located in the City and County of Honolulu, State of Hawaii, Spinnaker is and was the developer and seller of the homes in the subdivision of ocean Pointe homes designated as Area IID, also known as Spinnaker Place, and are without sufficient knowledge or information at the present time to form a belief as to the truth or veracity of the remaining allegations contained in said paragraph and therefore deny the same.

13. In response to the allegation contained in paragraph 16, Haseko Defendants admit Defendant Fairway's Edge was and is a Hawaii domestic Limited Liability Company with its principal place of business located in the City and County of Honolulu, State of Hawaii, Fairway's Edge is and was a developer of a portion of the Ocean Pointe Development, specifically, Area IIE, also known as Fairway's Edge, and are without sufficient knowledge or information at the present time to form a belief as to the truth or veracity of the remaining allegations contained in said paragraph and therefore deny the same.

14. In response to the allegation contained in paragraph 17, Haseko Defendants admit Defendant Coastal Construction, Inc. ("Coastal") was and is a Hawaii corporation with its principal place of business in the City and County of Honolulu, State of Hawaii, Coastal was Haseko's subcontractor for Areas II and III of Ocean Pointe, and are without sufficient

knowledge or information at the present time to form a belief as to the truth or veracity of the allegations contained in said paragraph and therefore deny the same.

15. In response to the allegation contained in paragraph 22, Haseko Defendants admit the Developer Defendants developed, constructed and sold the Ocean Pointe community of single family homes and condominiums at Ewa Beach, Ocean Pointe is located near a beach and golf course and caters to families and retirees, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

16. In response to the allegations contained in paragraph 23, 24, 25, 26 and 27, Haseko Defendants admit that the Revised Ordinances of Honolulu, as amended, contains the Honolulu Building Code and that the Revised Ordinance of Honolulu speak for themselves, and except as admitted hereinabove deny the remaining allegations contained in said paragraphs.

17. In response to the allegations contained in paragraph 36, Haseko Defendants admit that there is an action filed entitled Ke Noho Kai Development LLC, et al. vs. Simpson Strong-Tie Company Inc. and that the complaint speaks for itself, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

18. In response to the allegations contained in paragraph 49, Haseko Defendants admit that it sold homes with some version of the Home Builder's Limited Warranty and that the warranties speaks for itself, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

19. In response to the allegations contained in paragraph 60, Haseko Defendants admit the Developer Defendants each engaged in the business of developing, building, and/or selling homes, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

20. In response to the allegations contained in paragraph 68, Haseko Defendants admit Haseko Homes, Ke Noho Kai, Spinnaker and Fairway's Edge are in the business of developing, building and selling residential homes, Haseko Construction is in the business of building those homes, and are without sufficient knowledge or information at the present time to form a belief as to the truth or veracity of the allegations contained in said paragraph and therefore deny the same.

21. In response to the allegations contained in paragraph 75, Haseko Defendants admit that it issued warranties to purchasers of homes at Ocean Pointe and that the warranties speak for themselves, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

22. In response to the allegations contained in paragraph 82, Haseko Defendants admit that it sold homes at Ocean Pointe pursuant to sale contracts and that the contracts speak for themselves, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

23. In response to the allegations contained in paragraph 86, Haseko Defendants admit that Haseko Construction and Coastal built homes in Areas 2 and 3 at Ocean Pointe pursuant to construction contracts and that the contracts speaks for themselves, and except as admitted hereinabove deny the remaining allegations contained in said paragraph.

24. The Haseko Defendants deny any and all allegations in the First Amended Class Action Complaint not admitted hereinabove.

THIRD DEFENSE

25. Plaintiffs' claims are barred in full or in part by their own breach of contract.

FOURTH DEFENSE

26. Plaintiffs' claims are barred in full or in part by their own breach of express warranties.

FIFTH DEFENSE

27. The Haseko Defendants reserve the right to assert any affirmative defense which may be disclosed in discovery.

SIXTH DEFENSE

28. Plaintiffs' injuries and/or damages, if any, were proximately caused or contributed to by Plaintiffs' own negligence, and, therefore, Plaintiffs cannot recover for said injuries and/or damages, if any.

SEVENTH DEFENSE

29. The claims of Plaintiffs as alleged herein are due to the negligence, fault, breach of warranty, and/or strict liability of other parties over whom the Haseko Defendants have no control and for which Defendants bear no responsibility or liability.

EIGHTH DEFENSE

30. Plaintiffs have failed to mitigate any damages to which Plaintiffs may be, or may appear to be, entitled.

NINTH DEFENSE

31. Plaintiffs' claims are barred by the applicable statute of limitations and/or statute of repose.

TENTH DEFENSE

32. Plaintiffs' claims for punitive damages violate the Haseko Defendants' rights under the Constitution of the United States of America and the Constitution of the State of Hawai'i against excessive fines and to due process of law.

ELEVENTH DEFENSE

33. The negligence or other wrongful acts and/or omissions of the Haseko Defendants, if any, were not the proximate cause of the injuries and/or damages Plaintiffs allegedly sustained, i.e., such negligence or other wrongful acts and/or omissions, if any, were not a substantial factor in bringing about the injuries and/or damages allegedly suffered by Plaintiffs.

TWELFTH DEFENSE

34. The negligent acts and/or omissions of due care of others, whether or not parties to this lawsuit, were the proximate cause of Plaintiffs' alleged injuries and/or damages, or were the intervening cause of Plaintiffs' injuries and/or damages, and superseded, isolated, and/or negated any alleged prior negligence and/or other wrongful acts and/or omissions, if any, of the Defendants.

THIRTEENTH DEFENSE

35. The Haseko Defendants are not liable for the injuries and/or damages allegedly suffered by Plaintiffs because the Haseko Defendants did not have actual or constructive notice or knowledge of the condition(s) alleged to have existed, if said condition(s) alleged was/were responsible for the injuries and/or damages suffered by Plaintiffs.

FOURTEENTH DEFENSE

36. The acts or omissions of Plaintiffs and/or the acts or omissions of others not parties to this lawsuit which were the cause of Plaintiffs' alleged injuries and/or damages were acts beyond the control of the Haseko Defendants and for which the Haseko Defendants are not liable.

FIFTEENTH DEFENSE

37. The Haseko Defendants did not enter into any contract and/or agreement with Plaintiffs which relate to any manner to the injuries sustained to Plaintiffs, nor did the Haseko Defendants breach any agreement.

SIXTEENTH DEFENSE

38. The Haseko Defendants give notice that they intend to rely upon the defense of arbitration; Plaintiffs' actions should be stayed pursuant to Hawai'i Revised Statutes Chapter 658 or Chapter 658A.

SEVENTEENTH DEFENSE

39. The claims for relief in the Fourth Complaint are barred by the defense of contributory and/or comparative negligence.

EIGHTEENTH DEFENSE

40. Plaintiffs' damages were a result of their failure to properly maintain the premises.

NINETEENTH DEFENSE

41. The Haseko Defendants assert the defense of betterment.

TWENTIETH DEFENSE

42. Plaintiffs' claims are barred by H.R.S. Chapter 672.

TWENTY-FIRST DEFENSE

43. Plaintiffs are barred from maintaining this action against the Haseko Defendants for lack of legal duty.

TWENTY-SECOND DEFENSE

44. The Haseko Defendants intend to rely upon the affirmative defense of no breach of duty.

TWENTY-THIRD DEFENSE

45. Plaintiffs failed to comply with all of the terms and conditions of the contract upon which the action is based.

TWENTY-FOURTH DEFENSE

46. Plaintiffs' claims are barred by the equitable doctrines of waiver and estoppel.

TWENTY-FIFTH DEFENSE

47. Plaintiffs' claims are barred by waiver/contractual agreement. In Article XIII Sec. 13.1(a)(viii) of the purchase agreements, the homeowners agreed that the one-year warranty they were given did not cover "Any condition resulting in whole or in part from condensation on or expansion or contraction of materials."

TWENTY-SIXTH DEFENSE

48. Plaintiffs' claims are barred by waiver/contractual agreement. In Article XIII Sec. 13.1(c) of the purchase agreements, entitled "Limitations of Warranty and Seller Liability"; the homeowners agreed that "Seller makes no other warranties, express or implied, etc." In addition, they agreed that "Seller shall not be liable for any direct, indirect, special, incidental, or consequential damages based on contract, tort, or any other theory ..."

TWENTY-SEVENTH DEFENSE

49. Plaintiffs' claims are barred in full or in part by the doctrine of election of remedies.

TWENTY-EIGHTH DEFENSE

50. Plaintiffs' claims are barred in full or in part by Rule 9(b) of the Hawai'i Rules of Civil Procedure.

TWENTY-NINTH DEFENSE

51. The Haseko Defendants intend to rely upon any matter constituting an avoidance or affirmative defense as set forth in Rule 8(c) of the Hawai'i Rules of Civil Procedure and intend to seek leave to amend their answer to allege any such matters of which Haseko Defendants may become aware during the course of discovery or trial of this action.

WHEREFORE, the Haseko Defendants pray as follows:

(1) That the First Amended Class Action Complaint against them be dismissed with prejudice and that they be awarded their costs of suit and reasonable attorneys' fees.

(2) That if it be determined that Plaintiffs, the Haseko Defendants and/or any other party to this action were negligent with respect to the events described in the First Amended Class Action Complaint, the comparative degree of fault of each such party be determined in accordance with Hawai'i Revised Statutes Section 663-31, and judgment be rendered accordingly.

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(3) That the Court award such other and further relief as is deemed just and equitable in the premises.

DATED: Honolulu, Hawaii, April 11, 2013.

A handwritten signature in black ink, appearing to read 'Melvyn M. Miyagi', is written over a horizontal line.

MELVYN M. MIYAGI
ROSS T. SHINYAMA
DAVID S. TAGA
ANGELA T. THOMPSON

Attorneys for Defendants
HASEKO HOMES, INC., HASEKO
CONSTRUCTION, INC., KE NOHO KAI
DEVELOPMENT, LLC, SPINNAKER
PLACE DEVELOPMENT LLC AND THE
FAIRWAY'S EDGE DEVELOPMENT, LLC

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

Tadashi Mitsuoka and Victoria Mitsuoka;
Individually and in Their Representative
Capacities, on Behalf of Themselves and all
Others Similarly Situated,

Plaintiffs,

vs.

HASEKO HOMES, INC., a Hawaii corporation,
HASEKO CONSTRUCTION, INC., a Hawaii
corporation, KE NOHO KAI DEVELOPMENT,
LLC, a Hawaii corporation; SPINNAKER
PLACE DEVELOPMENT, LLC, a Hawaii
corporation; FAIRWAY'S EDGE
DEVELOPMENT, LLC, a Hawaii corporation;
COASTAL CONSTRUCTION, INC., a Hawaii
corporation; and DOES 1-10,

Defendants.


CIVIL NO. 12-1-3020-11 (VLC)
(Construction Defects)

DEMAND FOR JURY TRIAL

DEMAND FOR JURY TRIAL

Defendants HASEKO HOMES, INC., HASEKO CONSTRUCTION, INC., KE NOHO KAI
DEVELOPMENT, LLC, SPINNAKER PLACE DEVELOPMENT LLC AND THE FAIRWAY'S
EDGE DEVELOPMENT, LLC'S hereby demands trial by jury on all issues.

DATED: Honolulu, Hawaii, April 11, 2013.



MELVYN M. MIYAGI
ROSS T. SHINYAMA
DAVID S. TAGA
ANGELA T. THOMPSON

Attorneys for Defendants HASEKO HOMES, INC.,
HASEKO CONSTRUCTION, INC., KE NOHO KAI
DEVELOPMENT, LLC, SPINNAKER PLACE
DEVELOPMENT LLC AND THE FAIRWAY'S
EDGE DEVELOPMENT, LLC

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PLACE DEVELOPMENT, LLC, a Hawaii
corporation; FAIRWAY'S EDGE
DEVELOPMENT, LLC, a Hawaii corporation;
COASTAL CONSTRUCTION, INC., a Hawaii
corporation; and DOES 1-10,

Defendants.

CIVIL NO. 12-1-3020-11 (VLC)
(Construction Defects)

**DEFENDANTS HASEKO HOMES, INC.,
HASEKO CONSTRUCTION, INC., KE
NOHO KAI DEVELOPMENT, LLC,
SPINNAKER PLACE DEVELOPMENT
LLC AND THE FAIRWAY'S EDGE
DEVELOPMENT, LLC'S CROSS-
CLAIM AGAINST COASTAL
CONSTRUCTION, INC.**

**DEFENDANTS HASEKO HOMES, INC., HASEKO CONSTRUCTION,
INC., KE NOHO KAI DEVELOPMENT, LLC, SPINNAKER PLACE
DEVELOPMENT LLC AND THE FAIRWAY'S EDGE DEVELOPMENT,
LLC'S CROSS-CLAIM AGAINST COASTAL CONSTRUCTION, INC.**

COME NOW Defendants HASEKO HOMES, INC., HASEKO
CONSTRUCTION, INC., KE NOHO KAI DEVELOPMENT, LLC, SPINNAKER PLACE
DEVELOPMENT, LLC and THE FAIRWAY'S EDGE DEVELOPMENT, LLC (collectively
referred to herein as the "Cross-Claimants"), by and through their undersigned counsel, and for a
Cross-Claim against Defendant COASTAL CONSTRUCTION, INC. (herein referred to as
"Cross-Claim Defendant") alleges and avers as follows:

1. Plaintiffs TADASHI MITSUOKA and VICTORIA MITSUOKA; Individually and in Their Representative Capacities, on Behalf of Themselves and all Other Similarly Situated, (collectively referred to herein as “Plaintiffs”) filed their First Amended Class Action Complaint on March 8, 2013 (the “First Amended Complaint”) alleging that they sustained certain injuries and/or damages as a result of the conduct of Cross-Claimants and Cross-Claim Defendant.

2. Cross-Claimants did not injure or damage Plaintiffs.

3. If there was any negligence on the part of the Cross-Claimants, it was passive, and the negligence of Cross-Claim Defendant was active.

4. Cross-Claimants are therefore entitled to contribution and/or indemnity in full from Cross-Claim Defendant.

WHEREFORE, Cross-Claimants pray as follows:

A. If it be determined that Plaintiffs are entitled to a judgment, that such judgment be entered against Cross-Claim Defendant and not Cross-Claimants.

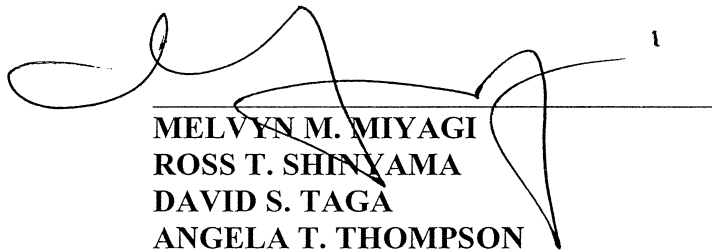
B. If Plaintiffs should recover a judgment against the Cross-Claimants, that the Cross-Claimants have judgment over and against Cross-Claim Defendant.

C. In the alternative, if the above relief is not granted and if it should be determined that the Cross-Claimants and Cross-Claim Defendant is joint tortfeasors, that the relative degree of fault of each tortfeasor be determined and that the Cross-Claimants have judgment against Cross-Claim Defendant for any excess which may be paid by the Cross-Claimants over and above their *pro rata* share of such judgment, if any, in favor of Plaintiffs.

D. That the Cross-Claimants have judgment on their Cross-Claim by way of contribution or indemnity from Cross-Claim Defendant, including costs of defense and attorneys' fees.

E. This Court grant the Cross-Claimants such other and further relief as it should deem fit, proper and just in the premises.

DATED: Honolulu, Hawaii, April 11, 2013.



MELVYN M. MIYAGI
ROSS T. SHINYAMA
DAVID S. TAGA
ANGELA T. THOMPSON

Attorneys for Defendants
HASEKO HOMES, INC., HASEKO
CONSTRUCTION, INC., KE NOHO KAI
DEVELOPMENT, LLC, SPINNAKER PLACE
DEVELOPMENT LLC AND THE FAIRWAY'S
EDGE DEVELOPMENT, LLC

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

Tadashi Mitsuoka and Victoria Mitsuoka;
Individually and in Their Representative
Capacities, on Behalf of Themselves and all
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DEVELOPMENT, LLC, a Hawaii corporation;
COASTAL CONSTRUCTION, INC., a Hawaii
corporation; and DOES 1-10,

Defendants.

CIVIL NO. 12-1-3020-11 (VLC)
(Construction Defects)

SUMMONS

SUMMONS

STATE OF HAWAII

To the above-named Defendants:

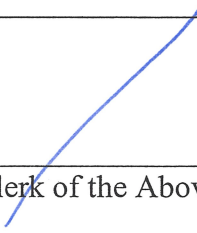
YOU ARE HEREBY summoned and required to file with the Court and serve upon
MELVYN M. MIYAGI, ROSS T. SHINYAMA, DAVID S. TAGA AND ANGELA T.
THOMPSON, counsel for Defendants HASEKO HOMES, INC., HASEKO CONSTRUCTION,
INC., KE NOHO KAI DEVELOPMENT, LLC, SPINNAKER PLACE DEVELOPMENT LLC
and FAIRWAY'S EDGE DEVELOPMENT, LLC, whose address is First Hawaiian Center, 999
Bishop Street, 23rd Floor, Honolulu, Hawaii 96813, an answer to the Cross-Claim which is

herewith served upon you, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claim.

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.

DATED: Honolulu, Hawaii, _____.


Clerk of the Above-Entitled Court

SUMMONS
DENIED

LEGAL DOCUMENTS, INC.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

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Individually and in Their Representative
Capacities, on Behalf of Themselves and all
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DEVELOPMENT, LLC, a Hawaii corporation;
COASTAL CONSTRUCTION, INC., a Hawaii
corporation; and DOES 1-10,

Defendants.

CIVIL NO. 12-1-3020-11 (VLC)
(Construction Defects)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was duly served upon the following, in the manner indicated below, either by depositing the same in the United States Mail, first class mail, postage prepaid, or by hand-delivery of same on this date to their last known address:

Mail

Hand-Delivery

MELVIN Y. AGENA, ESQ.
Law Offices of Melvin Y. Agena
55 Merchant Street, Suite 2010
Honolulu, HI 96813



and

Mail

Hand-Delivery

GLENN K. SATO, ESQ.

Law Office of Glenn K. Sato
707 Richards Street; PH7
Honolulu, HI 96813

☐☒

and

GRAHAM B. LIPPSMITH, ESQ.

1126 Wilshire Blvd.
Los Angeles, CA 90017

☒☐

Attorneys for ALVAREZ Plaintiffs

DATED: Honolulu, Hawaii, April 11, 2013.

(



MELVYN M. MIYAGI

ROSS T. SHINYAMA

DAVID S. TAGA

ANGELA T. THOMPSON

Attorneys for Defendants

HASEKO HOMES, INC., HASEKO
CONSTRUCTION, INC., KE NOHO KAI
DEVELOPMENT, LLC, SPINNAKER PLACE
DEVELOPMENT LLC AND THE FAIRWAY'S
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