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**FIRST CIRCUIT**  
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Attorneys for Plaintiff Association of Unit Owners of the Collection

**IN THE CIRCUIT COURT OF THE FIRST CIRCUIT**  
**STATE OF HAWAI'I**

ASSOCIATION OF UNIT OWNERS OF THE  
COLLECTION,

Plaintiff,

v.

THE COLLECTION, LLC; A&B  
PROPERTIES HAWAII, LLC; HAWAIIAN  
DREDGING CONSTRUCTION COMPANY,  
INC.; DOES 1-20; DOES 21-50, DOES 51-200,  
DOES 201-400,

Defendants.

CIVIL NO. \_\_\_\_\_  
(Construction Defects)

**COMPLAINT; DEMAND FOR JURY  
TRIAL; SUMMONS**

## COMPLAINT

1. Plaintiff Association of Unit Owners of the Collection (“Plaintiff” or “AOUO”), by its undersigned attorneys, hereby files this Complaint against Defendants The Collection, LLC, A&B Properties Hawaii, LLC, and Hawaiian Dredging Construction Company, Inc. (collectively “Defendants”) and alleges the following on information and belief.

2. The Collection condominium project, designated as TMK (1) 2-1-55-4, -9 & -17 (referred to hereafter as “the Project”), consists of two buildings commonly known as Tower Building and Midrise Building, respectively. Tower Building is a 43-floor, high-rise, mixed-use building and consists of four hundred (400) individual residential units, three (3) commercial spaces, and a seven-level parking space. Midrise Building is a 4-floor, mid-rise, mixed-use building and consists of fifty-six (56) individual residential units and one (1) commercial space. The Project is located in Ka‘ākaukukui, Kaka‘ako, Honolulu, City and County of Honolulu, State of Hawaii.

3. Defendants developed and constructed the Project with multiple code violations and construction defects.

4. Notably, the Project suffers from significant fire and life safety deficiencies that directly affects the safety and welfare of all residents. Examples include: a poorly cemented sprinkler pipe and fitting making the fire suppression system susceptible to leakage; corrosion of fire alarm panels; excessive gaps and holes through fire rated walls; and failure to seal penetrations in the fire rated wall assemblies.

5. The Project also suffers defects in the plumbing systems and fails to meet applicable codes. Examples include: a premature deterioration of PEX pipe; PEX pipe leaks; diminishing laundry stack in size from top to bottom; the pool patio drain pipe draining over the

side of building; and failure of plumb main garage storm drain lines which cause ponding in the parking lot. The improper installation of various sections of plumbing and drainage pipes has caused significant corrosion within metal piping, backups, sudsing, and clogging.

6. The Project contains multiple other construction defects, including corrosion of rooftop mechanical equipment, excessive cracking in concrete garage ceiling, concrete columns exposing steel supports, and damaged gaskets, louvers, seals, and other window and wall assembly.

### **THE PARTIES**

7. Plaintiff has the power to institute this action in accord with HRS 514B-104(a)(4).

8. Plaintiff, in accordance with its governing documents, has the right and duty to manage, operate, and control the Project and has all of the powers necessary to carry out its rights and obligations, including the right, duty, and power to contract for legal services to prosecute any action affecting the Association when such action is deemed by it necessary to enforce its powers, rights and obligations, including the bringing of this action.

9. The AOOU governing documents give the AOOU the power to pursue the claims herein.

10. Plaintiff AOOU Board of Directors held a special meeting for residential board members. By more than sixty-seven (67%) vote of the quorum present as required by the Declaration defined below, the Board approved commencement of legal action against the Project developer The Collection, LLC, A&B Properties Hawaii, LLC, Hawaiian Dredging Construction Company, Inc., and any other appropriate, related, or necessary parties, for construction defects in the Project including: breach of implied warranty, breach of contract, negligence, gross negligence, unfair business practices violation of HRS §§ 480 et seq., and

declaratory relief from unenforceable terms. By such vote, AOOU has satisfied all prerequisites to pursue the claims herein.

11. Defendant The Collection, LLC is a developer of the Project and is a Hawaii incorporated Domestic Limited Liability Company.

12. Defendant A&B Properties Hawaii, LLC is a developer of the Project and Manager of The Collection, LLC and is a Delaware incorporated Foreign Limited Liability Company.

13. Defendants The Collection, LLC and A&B Properties Hawaii, LLC are herein collectively referred to as “Developer Defendants”.

14. Defendant Hawaiian Dredging Construction Company, Inc. (“HDCC”) is a general contractor of the Project and is a Hawaii incorporated Domestic Profit Corporation.

15. Plaintiff has reviewed public and other records available to it in order to ascertain the true and full names and identities of all defendants in this action, but Plaintiff has no further knowledge or information at this time regarding all responsible parties and are unable to ascertain the identity of defendants in this action designated as Does 1-20; Does 21-50, Does 51-200, Does 201-400 (collectively, the “Doe Defendants”). The Doe Defendants are sued herein under fictitious names for the reason that their true names and identities are unknown to Plaintiff, except that they may be connected in some manner with the named defendants, such as being agents, servants, employees, employers, representatives, co-venturers, associates or independent contractors of Defendants and/or were in some manner presently unknown to Plaintiff engaged in activities such as designing, manufacturing, selling, distributing, installing and/or providing materials and/or services for the building of the Project which may be identified herein. The Doe Defendants’ true names, identities, capacities, activities and/or responsibilities are presently

unknown to Plaintiff or its attorneys. Plaintiff prays for leave to amend this Complaint to show the true names and capacities, activities and/or responsibilities when the same has been discovered.

16. Plaintiff is ignorant of the names of Defendants fictitiously named herein as DOES 1-20 (hereafter collectively “Developer Doe Defendants”), who otherwise participated in the financing, construction, development, and sale of units in the Project through a series of corporations, partnerships, limited liability companies, or other entities designed to allow undisclosed participation in the development of the Project and shielding from liability for any defective construction of the Project, and which participated in the development, construction, and sale of, and profit-taking from, the Project.

17. Plaintiff is ignorant of the names of Defendants fictitiously named herein as DOES 21-50 (hereinafter collectively “Design Doe Defendants”), who at all relevant times hereto were doing business in Honolulu, Hawai‘i. Design Doe Defendants supplied professional design services, including architectural, engineering, design, and construction management services to the Project during its construction and/or were the alter ego, responsible principal, or agent of the others.

18. Plaintiff is ignorant of the names of Defendants fictitiously named herein as DOES 51-200 (hereinafter collectively “Supplier Doe Defendants”), who at all relevant times hereto were doing business in Honolulu, Hawai‘i. Supplier Doe Defendants supplied building materials, components, and/or housing products, to the Project during its construction and/or were the alter ego, responsible principal, or agent of the others.

19. Plaintiff is ignorant of the names of Defendants fictitiously named herein as DOES 201-400 (hereinafter collectively “Subcontractor Doe Defendants”), who at all relevant

times hereto were doing business in Honolulu, Hawai‘i. Subcontractor Doe Defendants supplied labor and/or materials to the Project during its construction and/or were the alter ego, responsible principal, or agent of the others.

### **Chapter 672e Notice Requirement**

20. Plaintiff sent Defendants a notice of potential claims (“Notice”) as provided by Hawai‘i Revised Statutes (“HRS”) Chapter 672E concurrently with the filing of this Complaint.

21. The Notice satisfies the notice requirement under HRS Chapter 672E, in addition to any notice requirement required under the governing documents of the Association.

22. Plaintiff files this Complaint concurrently with the Notice in order to ensure that no applicable statute of limitations or repose would preclude this action prior to completing the notice requirements, as permitted under HRS §672E-8.

### **AGENCY ALLEGATIONS**

23. Defendants, and each of them, were at all times relevant hereto acting as the agents, servants, employees, partners, and/or joint venturers of each of the other defendants, and that each such defendant was acting within the scope of its agency, employment, partnership or joint venture, and with the knowledge, permission, consent and ratification of its actions by each of the other defendants. At all relevant times herein, each and every defendant was acting as the duly authorized agent of each and every other defendant, so that each defendant is liable for each and every wrong committed by each and every other defendant. Said defendants have proximately caused Plaintiff’s damages.

### **JURISDICTION AND VENUE**

24. All incidents described herein took place in Hawai‘i, within the jurisdiction of this Court and the amount in controversy meets or exceeds the jurisdictional limit of this Court.

## GENERAL ALLEGATIONS

25. The Project was developed as part of a master plan for the approximately 29-acre area of Kaka'ako in which the Project is located, known as the Kaiāulu'ō Kaka'ako Master Plan ("Master Plan"). The Master Plan was approved by the Hawaii Community Development Authority.

26. Developer Defendants hired HDCC to serve as the general contractor on the Project.

27. HDCC was hired to build the Project and to ensure that its work and the work of its subcontractors and all materials provided were of sufficient quality and free from defects and was in full compliance with applicable building codes and the requirements contained in all of the contract documents.

28. Developer Defendants executed the Declaration of Condominium Property Regime of the Collection ("Declaration") which was recorded on June 21, 2013. The Declaration is signed by Richard B. Stack, the Senior Vice President of Defendant A&B Properties Hawaii, LLC, and Charles W. Loomis, the Assistant Secretary of Defendant A&B Properties Hawaii, LLC.

29. Pursuant to Article 24 of the Declaration, that "subject to the penalties set forth in Section 514B-69(b), ... the Project is in compliance with all county and building ordinances and codes and all other permitting requirements applicable to the Project."

30. The condominium was constructed poorly as Defendants disregarded and failed to fulfill its obligations and duties to provide code compliant and quality work on the Project for which they were responsible, leading to deficient construction, continuing and expensive delay in reaching completion, and diminishing the value of the building.

31. At a minimum, HDCC's construction on the following aspects of the Project was substandard, and defective, failed to meet its quality commitments, failed to meet the Project quality standard, and/or failed to meet codes and constructed a project with defects as set forth below:

**1.0 Roof**

- 1.1 Excessive corrosion of rooftop mechanical equipment including fan motor mounts, springs and air chiller.
- 1.2 Improper drainage of pool deck maintenance roof.
- 1.3 Water ponding on roof.

**2.0 Plumbing**

- 2.1 Premature deterioration of PEX pipe.
- 2.2 Inappropriate selection of PEX pipe for site condition and usage.
- 2.3 Inappropriate installation of suds producing laundry stack.
- 2.4 Failure to plumb pool patio drain to suitable location.
- 2.5 Failure to plumb main garage storm drain lines to suitable location.
- 2.6 Failure to properly install Provent Proset at Sovent Aerator Box pipe penetration assemblies.
- 2.7 Improper obstruction of Sovent vents on roof with wire mesh affixed to outlets, which can restrict air movement causing buildup on the piping and backups.

**3.0 Exterior Window and Wall Assembly**

- 3.1 Failure of exterior wall assembly glazing system, including damaged, deteriorating, missing or displaced exterior gaskets, louvers, and seals.

3.2 Excessive corrosion on assembly including head of window wall glazing system.

#### **4.0 Parking Garage**

4.1 Excessive cracking in concrete garage ceilings and unsealed cold joints, allowing for water intrusion through the concrete slabs.

4.2 Excessive corrosion of fire sprinklers and fittings in parking garage.

4.3 Excessive corrosion on garage screen panel bolts.

4.4 Deterioration of concrete columns exposing steel supports.

#### **5.0 Fire Protection Systems**

5.1 Improper application of cement connecting CPVC pipes and fittings.

5.2 Failure to adequately protect fire alarm panels from the elements.

5.3 Fire alarm panels not adequate for use in outdoor environment.

5.4 Failure and corrosion of fire alarm panels.

#### **6.0 Fire Rated Wall and Slab Defects**

6.1 Failure to construct wall assemblies in Staircases in accordance with 2-hour rating requirements

6.1.1 Improper voids in the fire rated wall assemblies and fire rated sealant joint.

6.1.2 Use of plastic trim at top and bottom of 2-hour rated assemblies in Stairways 1 and 2, with voids/lack of gypsum board behind the plastic trim resulting in an open gap at joint. Failure of wall assembly, including joints, to conform to any rated 2-hour assembly.

- 6.1.3 Failure to install two layers of gypsum board in fire rated wall assemblies in Stairways 1 and 2 in accordance with 2-hour rating requirements. Fire rated walls behind metal stairway stringer are constructed with one layer of gypsum board or no gypsum board.
- 6.1.4 Lack of and/or improperly installed fire rated sealant at various horizontal pipe and conduit penetrations through fire rated walls.
- 6.1.5 Excessive gaps and holes through fire rated walls. Holes and gaps too large for proper installation of fire rated sealants.

6.2 Failure to construct slab assemblies in accordance with 2-hour rating requirements

- 6.2.1 Lack of and/or improperly installed fire rated sealants in vertical pipe and conduit penetrations.

32. Plaintiff anticipates additional defects and code violations will be discovered as this case progresses. Plaintiff will amend this complaint to add those defects within a reasonable time after they are discovered.

33. Defendants violated applicable building codes and municipal ordinances when it developed and constructed the Project.

34. Defendants deviated from industry standards when it developed and constructed the Project.

35. Defendants developed, constructed, planned, designed, and engineered the Project in such a way that they knew or should have known that this Project would pose serious risks of physical harm.

36. As a result of all Defendants' conduct, multiple aspects of the Project fail to

function as any association or member would expect, creating an unsafe and uninhabitable environment with construction and components that must be repaired and/or replaced at significant expense.

37. As a direct result of Defendants' conduct described herein, these and other defects (a) have caused and continue to cause Plaintiff damages, including financial harm, (b) have materially diminished and continue to diminish the value of the Project; (c) have had and continue to have obvious and material negative impacts on the safety and comfort at the Project; (d) have violated and continue to violate applicable building codes; (e) materially deviated and continue to deviate from industry standards; (f) posed and continue to pose serious risks of physical harm that the Defendants knew or should have known were present and (g) resulted and continue to result in the inability of the Project to provide the functions that can be reasonably expected in a residential building.

**Developer Defendants Drafted the Declaration and Other Documents with Unconscionable Language Disclaiming All Express and Implied Warranties**

38. Developer Defendants drafted the Declaration attempting to disclaim all express and implied warranties for construction defects in the Project.

39. The Article 24 of the Declaration provides in its pertinent part:

The execution of this Declaration by the Developer shall not constitute any warranty, express or implied, that the provisions and representations contained in this Declaration (including any exhibits hereto), as amended from time to time, are accurate; or that any buildings, structures or other improvements described in this Declaration (including any exhibits hereto), as the same may be amended from time to time, and any plans or specifications relating thereto, are **proper or structurally safe or sound**.

(Emphasis added).

40. Developer Defendants' warranty disclaimer and waivers, if enforceable, would significantly impair Plaintiff's ability to recover for construction defects in the Project.

41. Developer Defendants’ provisions disclaiming all express and implied warranties is unconscionable and against public policy.

**COUNT I**

**Breach of Contract - Breach of Express Warranty Against Developer Defendants and Developer Doe Defendants**

42. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1 – 41 as though fully set forth herein.

43. Developer Defendants provided an express warranty in the Declaration, representing among other things, that the “Project is in compliance with all county and building ordinances and codes and all other permitting requirements applicable to the Project. . . .”

44. Developer Defendants breached the express warranty in the Declaration by constructing the Project with construction defects, including but not limited to, construction defects as set forth above requiring substantial repairs to properly restore the Project to its original intended designs, safety standards, and strengths.

45. The construction defects set forth herein (a) materially affect the Project; (b) have obvious and material negative impacts on the appearances of the Project.; (c) jeopardize the life and safety of any residents of the Project; and (d) result in the inability of the Project to provide the functions that can be reasonably expected in a mixed-use building.

46. As a result of Developer Defendants’ breaches of the express warranties as detailed above, Developer Defendants deprived Plaintiff of the benefit of the bargain of its contracts, and suffered damages in amounts to be proven at trial.

## COUNT II

### Breach of Contract - Breach of Express Warranty Against HDCC, Supplier Doe Defendants, and Subcontractor Doe Defendants

47. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1 – 41 as though fully set forth herein.

48. Plaintiff is informed and believes that HDCC and subcontractors and suppliers involved in the original construction of the Project provided express warranties to Developer Defendants on the work and/or materials they provided.

49. Pursuant to Article 17.4 of the Declaration, Developer Defendants transferred warranties from HDCC, subcontractors and suppliers to Plaintiff AOOU.

50. To the extent the express warranties were not assigned to Plaintiff, Plaintiff is a third-party beneficiary, as well as beneficial owner, of the express warranties provided to the Project by Defendants and HDCC, subcontractors and suppliers.

51. HDCC, subcontractors and suppliers breached their express warranties by, among other things, designing, developing, and building the Project with construction defects, code violations, and deviations from industry standards and using goods and materials in the Project which were not fit or sufficient for the intended purpose and did not measure up to the promises made.

52. As a result of HDCC, subcontractors, and suppliers' breaches of express warranties Plaintiff suffered damages in amounts to be proven at trial.

## COUNT III

### Breach of Implied Warranty Against All Defendants

53. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1 – 41 as though fully set forth herein.

54. HDCC is in the business of constructing high-rise buildings.

55. HDCC is obligated to construct the Project reasonably free of defects and pursuant to the plans, building codes and specifications.

56. Developer Defendants are in the business of developing high-rise buildings and is obligated to develop the Project reasonably free of defects and pursuant to the plans, building codes and specifications.

57. In the development, construction, and building of the Project, Defendants impliedly warranted that the Project was constructed in a reasonably workmanlike manner and was merchantable, habitable, and fit for a particular purpose.

58. Defendants breached their implied warranties and failed to construct and develop the Project in a reasonably workmanlike manner. The defects set forth herein expose AOOU residents to serious life, safety, and property risks, and have, in some cases, have rendered areas of the Project uninhabitable.

59. The construction defects set forth herein (a) materially affect the . Project.; (b) have obvious and material negative impacts on the appearances of the Project; (c) jeopardize the life and safety of any residents of the Project; and (d) result in the inability of the Project to provide the functions that can be reasonably expected in a mixed-use building.

60. As a result of Defendants' breach of these implied warranties as detailed above, Plaintiff has suffered damages in amounts to be proven at trial.

#### **COUNT IV**

#### **Breach of Contract - Breach of Declaration Against Developer Defendants and Developer Doe Defendants**

61. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1 – 41 as though fully set forth herein.

62. Developer Defendants executed the Declaration on or around June 21, 2013.

63. Developer Defendants represented in the Declaration that the Project is compliant with all building ordinances and codes of the County, as applicable and all other County permitting requirements, as applicable.

64. Developer Defendants breached the Declaration by developing the Project with construction defects and code violations that violate building ordinances and codes, including but not limited to, construction defects and code violations as set forth above requiring substantial repairs to properly restore the Project to its original intended designs, safety standards, and strengths.

65. The construction defects set forth herein (a) materially affect the Project; (b) have obvious and material negative impacts on the appearances of the Project; (c) jeopardize the life and safety of AOOU residents; and (d) result in the inability of the Project to provide the functions that can be reasonably expected in a mixed-use building.

66. As a result of Developer Defendants' breaches of the Declaration detailed above, Developer Defendants deprived Plaintiff of the benefit of the bargain of its contracts, and suffered damages in amounts to be proven at trial.

## **COUNT V**

### **Negligence Against All Defendants**

67. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1 – 41 as though fully set forth herein.

68. As developers and builders of homes to the public, including Plaintiff, Defendants owed a duty of due care in designing and building homes to fully comply with building code requirements, to be free from construction defects, to be free from components that endanger life, safety, and property, to be free from defects that have obvious and material negative impacts

on the homes appearances, and to function as homeowners would reasonably expect in a residential dwelling.

69. Defendants breached its duty of due care to Plaintiff by, including and but not limited to, designing, developing, building, and selling homes that did not comply with applicable building codes, which Defendants knew or should know will pose serious risks of physical harm, and that contained multiple construction defects.

70. As a legal result of Defendants' breaches of its duties of due care as detailed above, Plaintiff has suffered damages in amounts to be proven at trial.

### **COUNT VI**

#### **Gross Negligence Against All Defendants**

71. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1 – 41 as though fully set forth herein.

72. As developers and builders of homes to the public, including Plaintiff, Defendants owed a duty of due care in designing and building homes to fully comply with building code requirements, to be free from construction defects, to be free from components that endanger life, safety, and property, to be free from defects that have obvious and material negative impacts on the homes appearances, and to function as homeowners would reasonably expect in a residential dwelling.

73. Defendants breached its duty of due care to Plaintiff by, including and but not limited to, designing, developing, building, and selling homes that did not comply with applicable building codes, which Defendants knew or should know will pose serious risks of physical harm, and contained multiple construction defects. Defendants breached its duty with recklessness and conscious indifference to the consequences that could arise.

74. As a legal result of Defendants' breaches of its duties of due care as detailed above, Plaintiff has suffered damages in amounts to be proven at trial.

## **COUNT VII**

### **Unfair Business Practices Violation of HRS §§ 480 et seq. Against All Defendants**

75. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1 – 41 as though fully set forth herein.

76. Plaintiff is a consumer pursuant to HRS § 514B-104(4).

77. Plaintiff is also a person pursuant to HRS § 480-1.

78. Defendants' representations, including but not limited to representations in marketing materials, purchase agreements, Declaration, CMA, warranties, and subcontractor agreements are likely to mislead (and did in fact mislead) purchasers into thinking that the Project was built free from defects, without objection, merchantable, and would comply with all applicable ordinances, codes, regulations, and laws.

79. Defendants engaged in unfair and deceptive acts or practices when it, among other misconduct described herein, designed, developed, built, and sold the defective Project and failed to comply with applicable building codes.

80. Defendants' unfair and/or deceptive business practices also amount to unfair competition under HRS § 480-2. Defendants' unfair and deceptive business practices negatively affected competition by concealing the true value of the residential units within the Project, thus giving the Project and its units an unfair market advantage relative to other housing options. Plaintiff is unable to evaluate the true value of the Project.

81. As a legal result of Defendants' unfair and deceptive acts and practices, Defendants has caused economic damages to Plaintiff, including causing them to incur attorneys' fees and costs in amounts to be proven at trial.

**COUNT VIII**

**Declaratory Relief – Unenforceable Terms Against Developer Defendants and  
Developer Doe Defendants**

82. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1 – 41 as though fully set forth herein.

83. An actual controversy has arisen and now exists between Plaintiff and Developer Defendants concerning their respective rights and duties under the Declaration in that Plaintiff contends that the Article 24 of the Declaration is unconscionable, void, and unenforceable whereas Developer Defendants contends the terms of this clause are enforceable.

84. Plaintiff is informed and believes, and thereon alleges that Defendants dispute Plaintiff’s contentions and deny that Article 24 of the Declaration is illegal, unconscionable, *void ab initio*, and/or unenforceable.

85. Developer Defendants’ provision contain a disclaimer of all express and implied warranties that significantly undermine Plaintiff’s ability to obtain relief to repair construction defects in the Project. Plaintiff hereby objects to enforcement of this clause as it is contrary to Hawai‘i statutory law, common law, at equity, public policy, and/or Constitution of the State of Hawai‘i.

86. A judicial determination is necessary and appropriate under the circumstances in order that Plaintiff may ascertain its rights and duties under the Declaration.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment and relief as follows:

Damages according to proof, including but not limited to:

- the monetary amounts needed to repair and/or replace any other portion of each unit damaged by the defects and/or repairs and replacement work sought here herein;
- Declaratory relief;
- Injunctive relief;
- Specific performance;
- Treble damages;
- Prejudgment and post judgment interest;
- Attorneys' fees and costs; and
- Such other and further relief the Court may deem just and proper.

DATED: Honolulu, Hawai'i, July 28, 2022.

*/s/ Kenneth S. Kasdan*  
\_\_\_\_\_  
KENNETH S. KASDAN  
SCOTT J. THOMSON  
CHRISTOPHER K. HIKIDA  
JEANELLE C. MILLER  
Attorneys for Plaintiff  
Association of Unit Owners of the  
Collection

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

ASSOCIATION OF UNIT OWNERS OF  
THE COLLECTION,

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THE COLLECTION, LLC; A&B  
PROPERTIES HAWAII, LLC; HAWAIIAN  
DREDGING CONSTRUCTION  
COMPANY, INC.; DOES 1-20; DOES 21-  
50, DOES 51-200, DOES 201-400,

Defendants.

CIVIL NO. \_\_\_\_\_  
(Construction Defects)

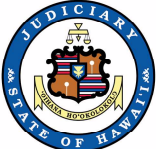

**DEMAND FOR JURY TRIAL**

**DEMAND FOR JURY TRIAL**

Plaintiff ASSOCIATION OF UNIT OWNERS OF THE COLLECTION (“AOUO”) hereby demands trial by jury on all issues so triable herein.

DATED: Honolulu, Hawai‘i, July 28, 2022.

/s/ Kenneth S. Kasdan  
KENNETH S. KASDAN  
SCOTT J. THOMSON  
CHRISTOPHER K. HIKIDA  
JEANELLE C. MILLER  
Attorneys for Plaintiff  
Association of Unit Owners of the  
Collection

<b>STATE OF HAWAI'I</b> <b>CIRCUIT COURT OF THE</b> <b>FIRST CIRCUIT</b>	<b>SUMMONS</b> <b>TO ANSWER CIVIL COMPLAINT</b>	CASE NUMBER
PLAINTIFF ASSOCIATION OF UNIT OWNERS OF THE COLLECTION		VS. DEFENDANT(S) THE COLLECTION, LLC; A&B PROPERTIES HAWAII, LLC; HAWAIIAN DREDGING CONSTRUCTION COMPANY, INC.; DOES 1-20; DOES 21-50, DOES 51-200, DOES 201-400
PLAINTIFF'S NAME & ADDRESS, TEL. NO. Kenneth S. Kasdan 10710 Scott J. Thomson 10913 Christopher K. Hikida 10935 Jeanelle C. Miller 11176 Kasdan Turner Thomson Booth LLLC 1003 Bishop Street, Suite 1180 Honolulu, HI 96813 Tel. (808) 369-8393		
<p><b>TO THE ABOVE-NAMED DEFENDANT(S)</b></p> <p>You are hereby summoned and required to file with the court and serve upon</p> <p>KASDAN TURNER THOMSON BOOTH LLLC  1003 BISHOP STREET, SUITE 1180 HONOLULU, HI 96813</p> <hr/> <p>plaintiff's attorney, whose address is stated above, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.</p> <p><b>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.</b></p> <p><b>A FAILURE TO OBEY THIS SUMMONS MAY RESULT IN AN ENTRY OF DEFAULT AND DEFAULT JUDGMENT AGAINST THE DISOBEYING PERSON OR PARTY.</b></p>		
The original document is filed in the Judiciary's electronic case management system which is accessible via eCourt Kokua at: <a href="http://www.courts.state.hi.us">http://www.courts.state.hi.us</a>	Effective Date of 28-Oct-2019 Signed by: /s/ Patsy Nakamoto Clerk, 1st Circuit, State of Hawai'i 	
 In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office on OAHU- Phone No. 808-539-4400, TTY 808-539-4853, FAX 539-4402, at least ten (10) working days prior to your hearing or appointment date.		