

Mitsuoka, et al. v. Haseko Homes, Inc., et al.
Notice Administrator
P.O. Box 404000
Louisville, KY 40233-4000



If you own a home in the Ocean Pointe development in Honolulu, Hawai‘i that was constructed after August 1, 2005, a class action lawsuit may affect your rights.

A Judge authorized the dissemination of this Notice. This is not a solicitation from a lawyer.

- Two Ocean Pointe homeowners have sued Haseko Homes, Inc., Haseko Construction, Inc., Ke Noho Kai Development, LLC, and Fairway’s Edge Development, LLC (“Haseko Defendants”) claiming that the Haseko Defendants failed to install adequate and complete wind-resisting systems with continuous and adequately strong vertical and lateral load paths by installing an insufficient amount of anchor bolts and the wind-resisting systems do not comply with applicable building codes.
- First Circuit Court Judge Virginia L. Crandall has allowed this lawsuit to proceed as a class action. Judge Crandall has certified the **Class**. Judge Crandall has also compelled the claims of the Class to binding arbitration before a panel of three arbitrators. The arbitrators are Sid Ayabe, Lou Chang, and Jerry Hiatt. Your receipt of this Notice means that you may be a part of the **Class**, which includes all eligible current individual and entity homeowners who purchased homes in the development known as Ocean Pointe, located in the District of Ewa, City of Honolulu, Island of Oahu, State of Hawai‘i, that were designed, developed, and constructed with wind protection systems with foundation anchor bolts, said homes having been constructed after August 1, 2005. The Ocean Pointe homes that are part of the **Class** are specifically identified in an exhibit accessible on the class website (www.HasekoClass.com), which is entitled “Ocean Pointe Bolt Homes.”
- The Haseko Defendants deny any and all liability and assert that the wind-resisting systems, including the vertical and lateral load paths, installed in the identified Ocean Pointe homes are adequate, complete, and comply with all applicable building codes.
- The arbitrators have not decided whether the wind-resisting systems installed in the identified Ocean Pointe homes are in fact inadequate or non-compliant. There are no money damages available now and no guarantee that there will be money damages in the future. However, your rights are affected and you have a choice to make now.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
DO NOTHING	Stay in this lawsuit. Give up rights. Await the outcome. Share in possible money or benefits obtained in this lawsuit.
EXCLUDE YOURSELF FROM THE CLASS BY December 3, 2018	Get out of this lawsuit. Keep rights. Do not share in possible money damages or benefits obtained in this lawsuit.

- Lawyers must prove the claims against the Haseko Defendants at an arbitration. The arbitration is currently scheduled to begin on May 13, 2019 and continue through June 7, 2019 in Honolulu, Hawai‘i. The arbitration may be moved to a different date or time without additional notice; please check the class website (www.HasekoClass.com) for updates. If money damages or benefits are obtained, those who do not opt out of the class will be notified about how to ask for a share.
- Your rights and options—and the deadlines to exercise them—are explained in this Notice.

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BASIC INFORMATION

1. Why was this Notice issued?

This Notice was issued because a Court has allowed, or “certified,” this case to proceed as a class action lawsuit, and your rights may be affected. If you own one of the Ocean Pointe homes identified in an exhibit accessible on the class website (www.HasekoClass.com), entitled “Ocean Pointe Bolt Homes,” a house in the development known as Ocean Pointe in Honolulu, Hawai‘i, you may have legal rights and options in this case before it is decided whether the claims being made against the Haseko Defendants on your behalf are correct. This Notice explains all of these things.

The case is known as *Mitsuoka, et al. v. Haseko Homes, Inc., et al.*, No. 12-1-3020-11 (VLC). The two homeowners who sued are called the Plaintiffs. The companies they sued, Haseko Homes, Inc., Haseko Construction, Inc., Ke Noho Kai Development, LLC, and Fairway’s Edge Development, LLC, are called the Defendants.

2. What is this lawsuit about?

This lawsuit is about the wind-resisting systems installed in certain Ocean Pointe homes. Plaintiffs claim that the Haseko Defendants failed to install adequate and complete wind-resisting systems with continuous and adequately strong vertical and lateral load paths by installing an insufficient amount of anchor bolts and the wind-resisting systems do not comply with applicable codes. The lawsuit asks that money be paid to homeowners for alleged damages to their homes caused by inadequate wind-resisting systems. The Haseko Defendants deny any and all liability and assert that the wind-resisting systems, including the vertical and lateral load paths, installed in the identified Ocean Pointe homes are adequate, complete, and comply with all applicable building codes.

3. What is a class action?

In a class action, a Class Representative or Class Representatives sue on behalf of all people who have similar claims. The people included in the class action are called a Class and the Class consists of Class Members. The claims of the Class and Class Members are resolved together by one Court. Class Members have the option to exclude themselves from (or opt-out of) the Class. If a Class Member elects to exclude himself, herself, or itself from the Class, that Class Member will not be bound by the results of this class action. More information regarding a Class Member’s ability to opt-out of the Class and the steps that need to be taken to opt-out of the Class is provided below.

In this case, Tadashi Mitsuoka and Victoria Mitsuoka have been appointed by the Court as Class Representatives to represent the **Class**.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit could proceed as a class action because it meets the requirements of Rule 23 of the Hawai'i Rules of Civil Procedure, which governs class actions in state court in the Circuit Court of the First Circuit, State of Hawai'i. For example, the Court found that the issues in the lawsuit are common among all the **Class Members** and that the claims of Plaintiffs are typical of the other **Class Members**. The Court also found that the Plaintiffs and the lawyers bringing this lawsuit would adequately represent the interests of the **Class Members**. The Court has also compelled this matter to binding arbitration. More information about why this is a class action can be found in the Court's Order Granting Plaintiffs' Motion for Class Certification, which is available at www.HasekoClass.com.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In general, the lawsuit claims that the wind-resisting systems with foundation anchor bolts installed in the identified Ocean Pointe homes are inadequate and do not comply with applicable building codes. More information explaining what the lawsuit complains about can be found in the Plaintiffs' First Amended Class Action Complaint, which is available at www.HasekoClass.com.

6. How do the Haseko Defendants answer?

The Haseko Defendants deny any and all liability and assert that the wind-resisting systems, including the vertical and lateral load paths, installed in the identified Ocean Pointe homes are adequate, complete, and comply with all applicable building codes. More information on the Haseko Defendants' answer to the claims can be found in the Haseko Defendants' Answer to Plaintiffs' First Amended Class Action Complaint, which is available at www.HasekoClass.com.

7. Have the Court or arbitrators decided who is right?

No. There has been no decision whether the Plaintiffs or the Haseko Defendants are right. By establishing the **Class**, ordering that this Notice be provided, or compelling binding arbitration, the Court and/or the arbitrators are not suggesting that Plaintiffs will win or lose this lawsuit. The lawyers for the **Class** must prove the claims at an arbitration. The arbitration is currently scheduled to begin on May 13, 2019 and continue through June 7, 2019 in Honolulu, Hawai'i. The arbitration may be moved to a different date or time without additional notice; please check the class website (www.HasekoClass.com) for updates.

8. What are the Plaintiffs asking for on behalf of the Class?

The lawsuit asks for money to be paid to **Class Members** for the damages, if any, to their homes as a result of the alleged defective and non-compliant wind-resisting systems with foundation anchor bolts. The lawsuit also asks for attorneys' fees and reimbursement of expenses.

9. Is there any money or benefits available now?

No money or benefits are available now because the arbitrators have not decided whether the Haseko Defendants did anything wrong. There is no guarantee that money damages or benefits will ever be awarded or obtained. However, if they are, you will be notified about how to ask for your share.

MEMBERS OF THE CLASS

10. How do I know if I am a member of the Class?

The Court has approved, or certified, the following "**Class**." Everyone who fits the following description is a "**Class Member**." The **Class** includes: *All current individual and entity homeowners who purchased homes in the development known as Ocean Pointe, located in the District of Ewa, City of Honolulu, Island of Oahu, State of Hawai'i, that were designed, developed, and constructed with wind protection systems with foundation anchor bolts, said homes having been constructed after August 1, 2005 and identified in Exhibit 3 to Plaintiffs' Motion for Class Certification.* The Ocean Pointe homes that are part of the **Class** are specifically identified in an exhibit accessible on the class website (www.HasekoClass.com), which is entitled "Ocean Pointe Bolt Homes."

11. I'm still not sure if I am included. What should I do?

If you are still not sure whether you are included in the **Class**, you can visit the website or contact the Law Offices of Melvin Y. Agena at 1-808-536-6647.

YOUR RIGHTS AND OPTIONS

You have a choice about whether to stay in the **Class**, or exclude yourself by following the procedures described below no later than **December 3, 2018**.

12. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you are choosing to stay in the **Class**. If you stay in the **Class**, you will be legally bound by all of the decisions that the Court and arbitrators make. This means that if the Plaintiffs obtain money or benefits from the Haseko Defendants – either as a result of a judgment or a settlement – you will be eligible for a share. This also means that regardless of whether the Plaintiffs win or lose the lawsuit, you will not be able to start a new lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Haseko Defendants concerning the legal claims and issues being alleged in this lawsuit ever again.

13. What happens if I exclude myself from the Class?

If you exclude yourself from the **Class**, you will not be legally bound by the Court's or arbitrators' orders and judgments and you may be able to keep any rights you may have to sue the Haseko Defendants for the same claims in a different lawsuit, now or in the future. However, if you exclude yourself from the **Class**, you will not be able to get any money or benefits from this lawsuit if any are awarded or obtained as a result of the trial or any settlement. You will also not be represented by Class Counsel but may independently pursue your claims with or without your own counsel.

14. How do I ask to be excluded from the Class?

To exclude yourself from the **Class**, send a letter that says you want to be excluded from the **Class** in *Mitsuoka, et al. v. Haseko Homes, Inc., et al.*, No. 12-1-3020-11 (VLC) to *Mitsuoka, et al. v. Haseko Homes, Inc., et al.* Notice Administrator, P.O. Box 404000, Louisville, KY 40233-4000. Be sure to include your name, address, telephone number, signature, and whether you want to be excluded from the Class. You must mail your exclusion request so that it is postmarked by no later than **December 3, 2018**.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court appointed Melvin Y. Agena of the Law Offices of Melvin Y. Agena, Glenn K. Sato of the Law Office of Glenn K. Sato, and Graham B. LippSmith and Celene Chan Andrews of Kasdan LippSmith Weber Turner LLP to represent you and other **Class Members** as "Class Counsel." These lawyers have experience handling similar cases. Contact information for these law firms can be found at www.HasekoClass.com.

16. Should I get my own lawyer?

If you do not exclude yourself from the **Class**, you do not need to hire your own lawyer because Class Counsel is representing you and all the other **Class Members**. You can hire your own lawyer, who may ask to appear in Court or arbitration for you in this case, but you will have to pay that lawyer.

17. How will Class Counsel be paid?

If Class Counsel obtains money or benefits for the **Class**, they will ask the arbitrators for fees and reimbursement of expenses. If the arbitrators grant their request, the fees and reimbursement of expenses will either be deducted from any money obtained for the Class or paid separately by the Haseko Defendants. You will not personally have to pay any of these fees and expenses.

THE BINDING ARBITRATION

18. How and when will the arbitrators decide the case?

Unless the parties agree to a settlement, the case, or a portion thereof, will be decided at an arbitration. The arbitration is currently scheduled to begin on May 13, 2019 and continue through June 7, 2019 in Honolulu, Hawai'i. The arbitration may be moved to a different date or time without additional notice; please check the class website (www.HasekoClass.com) for updates.

19. Do I have to come to the arbitration?

You don't have to come to the arbitration unless you want to or you are asked to by the arbitrators. Class Counsel will present the case for the **Class**, and the lawyers for the Haseko Defendants will present their defenses. You and/or your own lawyer may appear in Court or arbitration for this case at your own expense, but it's not necessary.

20. Will I get money after the arbitration?

If Class Counsel obtains money and/or benefits as a result of the arbitration or a settlement, you will be notified about how to ask for a share and about any other options you may have at that time.

GETTING MORE INFORMATION

21. Is more information about the lawsuit available?

This Notice summarizes the lawsuit. More information is available by visiting www.HasekoClass.com. You can view a copy of the Order Granting Plaintiffs' Motion for Class Certification, the Plaintiffs' First Amended Class Action Complaint, and the Defendants' Answer to Plaintiffs' First Amended Class Action Complaint at the website.

DATE: November 2, 2018