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Attorneys for Plaintiffs and the Class

**IN THE CIRCUIT COURT OF THE FIRST CIRCUIT**

**STATE OF HAWAI'I**

TADASHI MITSUOKA, VICTORIA  
MITSUOKA and JOHN G. STEWART,  
individually and on Behalf of a Class of All  
Persons Similarly Situated,

Plaintiffs,

vs.

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

Defendants.

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

**AMENDED ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT, APPROVAL OF  
NOTICE PLAN, AND  
APPOINTMENT OF ADDITIONAL  
CLASS COUNSEL**

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**AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT,  
APPROVAL OF NOTICE PLAN, AND APPOINTMENT OF ADDITIONAL CLASS  
COUNSEL**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

WHEREAS Plaintiffs and the Class Representatives John Stewart, Tadashi Mitsuoka, and Victoria Mitsuoka on behalf of themselves and all other Class Members (“the Class”) have applied to the Court pursuant to Hawai‘i Rule of Civil Procedure 23 for an Order granting preliminary approval of the proposed settlement of this class action (“Lawsuit”) in accordance with the May 12, 2021 Settlement Agreement and Release (including its exhibits) on file with the Court (“Settlement”), which sets forth the terms and conditions for a proposed settlement of the Lawsuit,<sup>1</sup> for entry of an order granting final approval of the Settlement, and for entry of the Final Judgment implementing the terms of the Settlement;

WHEREAS, on June 16, 2017, the Court entered its Order Granting Plaintiffs’ Motion for Class Certification (“Class Certification Order”), certifying the following class:

All eligible[] current individual and entity homeowners who purchased homes in the development known as Ocean Pointe, located in the District of Ewa, City and County 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.

WHEREAS, the Court’s Class Certification Order excluded from the Class, “(a) judges who have presided over this case; (b) persons employed by Haseko; (c) government entities and agencies; and (d) affiliates of Haseko.”

WHEREAS, Exhibit 3 to Plaintiffs’ Motion for Class Certification identified the 621 homes in the Class by, *inter alia*, street address, TMK number, area and lot number (“Subject Homes”);

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<sup>1</sup> Terms not defined in this Order shall have the definitions ascribed to them in the May 12, 2021 Settlement Agreement and Release.

WHEREAS, to ensure that the class notices are sent to the current owners of the Subject Homes, the Settlement confirms, in an abundance of caution, that the Class consists of “[a]ll eligible current individual and entity homeowners as of June 16, 2017 when the Circuit Court certified the Class, or their successors, who purchased homes in . . . Ocean Pointe . . . .”;

WHEREAS, the Settlement includes the same Subject Homes;

WHEREAS the Court has read and considered the Settlement;

WHEREAS the Court has also read and considered Plaintiffs and Defendants Haseko Homes, Inc., Haseko Construction, Inc., Ke Noho Kai Development, LLC, and Fairway’s Edge Development, LLC’s (jointly, “Haseko”) (collectively, “Settling Parties”) and Dispute Prevention & Resolution, Inc. (“DPR”) Arbitration Panel’s (“Panel”) Stipulation and Order Setting Aside, Vacating, and Expunging, *Nunc Pro Tunc*, the Partial Final Arbitration Decision and Award Dated February 8, 2021, which was issued by the Panel on May 12, 2021 (“Stipulation and Order on Partial Award”), as well as the Partial Final Arbitration Decision and Award Dated February 8, 2021;

WHEREAS the Court has read and considered the Class’ Motion for Preliminary Approval of Settlement, Approval of Notice Plan, and Appointment of Additional Class Counsel, all memoranda and declarations in support thereof, and has heard argument of counsel thereon;

WHEREAS, based on the above submissions and presentations, the Court finds that the proposed Settlement is within the range of possible approval and that notifying the Class about the terms and conditions of the proposed Settlement and scheduling a formal final approval is worthwhile; and

WHEREAS Class Counsel intends to file a Motion for Final Approval of Settlement along with a Motion for Attorney Fees, Costs, and All Other Expenses to be heard after the Notice Plan has been accomplished; and

WHEREAS all terms of the proposed Settlement are subject to this Court’s decisions on Class Counsel’s Motion for Final Approval of Settlement and Motion for Attorney Fees, Costs, and All Other Expenses.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

**Class Definition, Class Representatives, and Class Counsel**

1. Pursuant to Hawai‘i Rule of Civil Procedure 23, the Class Certification Order, and the Settlement, the Class definition is as follows:

All eligible[] current individual and entity homeowners as of June 16, 2017 when the Circuit Court certified the Class, or their successors, who purchased homes in the development known as Ocean Pointe, located in the District of Ewa, City and County 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.

Exhibit 3 to Plaintiffs’ Motion for Class Certification and attached to the Order Granting Plaintiffs’ Motion for Class Certification identifies the same 621 Class Member Structures/Subject Homes listed at “Exhibit G—Affected Unit Count” to the April 28, 2021 AIA Document A201-2007 General Conditions of the Contract for Construction attached to the Settlement as Exhibit 2. The Class excludes, “(a) judges who have presided over this case; (b) persons employed by Haseko; (c) government entities and agencies; and (d) affiliates of Haseko.”

2. The Court’s Class Certification Order appointed the Mitsuokas to serve as Class Representatives. On October 12, 2020, the Panel granted the Class’ Motion to Add John G. Stewart As a Class Representative, naming Mr. Stewart as a Plaintiff in the Lawsuit and appointing him to serve as an additional Class Representative. The Mitsuokas and Mr. Stewart have thus far adequately served as Class Representatives and will continue to serve as Class Representatives through completion of the Settlement approval proceedings and, if the Settlement is ultimately approved, through completion of the Settlement.

3. The Court’s Class Certification Order also appointed Melvin Y. Agena of the Law Offices of Melvin Y. Agena, and Graham B. LippSmith and Celene Chan Andrews, then of Kasdan LippSmith LLC and now of LippSmith LLP, to serve as Class Counsel.<sup>2</sup> Mr. Agena, Mr. LippSmith, and Ms. Andrews have also thus far adequately served as Class Counsel and will continue to do so through completion of the Settlement approval proceedings and, if the Settlement is ultimately approved, through completion of the Settlement.

4. Kenneth S. Kasdan and Sharla Manley, now with the law firm of Kasdan Turner Thomson Booth LLC, have served as co-counsel for the Class in the Lawsuit, along with Messrs. Agena and LippSmith, and Ms. Chan Andrews. The Court finds Mr. Kasdan and Ms. Manley also meet the criteria for class counsel required by Hawai‘i Rule of Civil Procedure 23 and authorities interpreting it. Accordingly, the Court hereby appoints Mr. Kasdan and Ms. Manley to serve as additional Class Counsel.

5. Pursuant to Hawai‘i Rule of Civil Procedure 23, the Panel previously appointed Kurtzman Carson Consultants LLC (“KCC”) to serve as the Administrator for the Class certification notice process, which KCC completed in early 2019. Among other procedures, the Panel’s order on Class notice required KCC to mail the approved Class notice to the Class Member Structures at issue herein, which specifically provided:

- a. Class Members who do not opt out will “Stay in this lawsuit. Give up rights. Await the outcome. Share in possible money or benefits obtained in this lawsuit.”;
- b. “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.”; and
- c. “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 –

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<sup>2</sup> Glenn K. Sato of the Law Office of Glenn K. Sato was also appointed as Class Counsel. Mr. Sato and his firm withdrew as counsel on January 30, 2020.

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.” (emphasis in original).

6. No Class members timely excluded nor sought to belatedly exclude themselves from the Lawsuit.

7. The Settlement Class definition does not materially alter the original, applicable Class definition in the Lawsuit. The Settlement Class definition confirms that the Class consists of the current owners of the Subject Homes.

8. KCC shall continue to serve as the Administrator for approval proceedings on the Settlement and, if ultimately approved, the Settlement’s administration.

### **Preliminary Findings on the Proposed Settlement**

9. Pursuant to Hawai‘i Rule of Civil Procedure 23, the Court preliminarily finds that the proposed Settlement, including its proposed allocations of and methodology for distributing the Settlement Fund for Class Member benefits, to pay the Administrator’s costs, and to pay Attorney Fees, Costs, and Other Expenses, is within the range of possible approval and appears to have resulted from serious, informed, non-collusive negotiations conducted at arm’s length by the Settling Parties and their counsel.

10. In making these preliminary findings, the Court considered the nature of the claims, the benefits the Settlement would provide, the information available to the Settling Parties, and the proposed allocation of the Settlement Fund. The terms of the Settlement do not have any obvious deficiencies and do not improperly grant preferential treatment to any individual Class Member. In addition, the Court notes that the Settling Parties reached the proposed Settlement after substantial discovery, motion practice, arbitration proceedings, and multiple formal and informal settlement discussions before the respected third-party mediator Keith Hunter of DPR. Accordingly, the Court preliminarily finds that the Settling Parties entered

into the proposed Settlement in good faith, that the proposed Settlement meets the standards for preliminary review and approval, and the Settlement appears to be sufficiently fair, reasonable, and adequate to warrant KCC's execution of the Notice Plan that will provide notice to the Class and scheduling a hearing for final approval of the proposed Settlement.

**Approval, Appointment, and Retention of Contractor, Construction Manager, and Structural Engineer**

11. The Court has reviewed and considered the Class' submissions on the proposed Contractor for the Shot Pin Repair Program, SageBilt, Inc. Specifically, the Court has considered the following:

- a. The Contractor's background and qualifications;
- b. A summary of the Contractor's services for the Shot Pin Repair Program;
- c. A summary of opinions the Contractor rendered concerning the sufficiency of the Shot Pin Repair Program; and
- d. A summary of the Contractor's total fees and costs for all services in the Shot Pin Repair Program.

12. Based on the above information, the Court finds that the Contractor is qualified and will perform adequate services for the Class in the Shot Pin Repair Program. Therefore, the Court appoints the Contractor for the Shot Pin Repair Program, and approves its scope of work.

13. The Court has reviewed and considered the Class' submissions on the proposed Construction Manager for the Shot Pin Repair Program, Iopono Holdings Group, LLC, d/b/a/ Bergeman Group. Specifically, the Court has considered the following:

- a. The Construction Manager's background and qualifications;
- b. A summary of the Construction Manager's services for the Shot Pin Repair Program;
- c. A summary of opinions the Construction Manager rendered concerning the sufficiency of the Shot Pin Repair Program; and

d. A summary of the Construction Manager's total fees and costs for all services in the Shot Pin Repair Program.

14. Based on the above information, the Court finds that the Construction Manager is qualified and will perform adequate services for the Class in the Shot Pin Repair Program. Therefore, the Court appoints the Construction Manager for the Shot Pin Repair Program, and approves its scope of work.

15. Finally, the Court has reviewed and considered the Class' submissions on the proposed Structural Engineer for the Shot Pin Repair Program, Engineering Design Group, Inc. Specifically, the Court has considered the following:

- a. The Structural Engineer's background and qualifications;
- b. A summary of the Structural Engineer's services for the Shot Pin Repair Program;
- c. A summary of opinions the Structural Engineer rendered concerning the sufficiency of the Shot Pin Repair Program; and
- d. A summary of the Structural Engineer's total fees and costs for all services in the Shot Pin Repair Program.

16. Based on the above information, the Court finds that the Structural Engineer is qualified and will perform adequate services for the Class in the Shot Pin Repair Program. Therefore, the Court appoints the Structural Engineer for the Shot Pin Repair Program, and approves its scope of work.

17. Upon an application by Class Counsel or on its own, the Court may consider and appoint any additional or replacement Contractor, Construction Manager, or Structural Engineer.

### **Final Approval Hearing on Settlement**

18. The Court hereby sets the Final Approval Hearing for August 10, 2021 at 8:30 a.m. The Court may approve the proposed Settlement at or after the Final Approval Hearing with



such modifications to which the Settling Parties may consent and without further notice to the Class. At the Final Approval Hearing, the Court will consider, among other things:

- a. Whether the proposed Settlement is fair, reasonable, and adequate;
- b. Whether the Court should enter its Final Order granting final approval the Settlement and Final Judgment implementing its terms;
- c. Whether the Notices and the Notice Plan implemented pursuant to the Settlement and this Preliminary Approval Order (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Lawsuit, the nature of the proposed Settlement (including Class Counsels' request for awards of attorney fees and reimbursement of costs), their right to object to the proposed Settlement and their right to appear at the Final Approval Hearing; (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice; and (iv) met all applicable requirements of Hawai'i Rule of Civil Procedure 23, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law;
- d. Whether the Court should approve the releases in the Settlement;
- e. Whether the Class Representatives and Class Counsel adequately represented the Class for the purposes of entering into and implementing the proposed Settlement and will continue to adequately represent the Class for carrying out the Settlement;
- f. Whether the Court should grant Class Counsel's request for an award of Attorney Fees, Costs, and All Other Expenses;
- g. Whether the Court should grant the request for Class Representative incentive awards; and
- h. Any other matters that the Court may deem appropriate to consider.

**Approval, Appointment, and Retention of the Administrator, the Notice Plan, and the Administration of the Settlement**

19. The Court approves the retention of KCC to serve as the Administrator for the Settlement, including but not limited to implementation and management of the Notice Plan, Class Member verification process, and Settlement Escrow.

20. The Court also approves the proposed Notice Plan and settlement administration to be completed by the Administrator, including among other tasks:

- a. Distributing the Class Notice;
- b. Arranging for publication of the Class Notice;
- c. Posting the Notice on the Administrator's website;
- d. Facilitating Class Member inquiries;
- e. Answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel;
- f. Providing additional copies of the Notice(s) upon request;
- g. Receiving and maintaining on behalf of the Court any objections to the Settlement received from Class Members;
- h. Assisting in the coordination and inclusion of authorized Class Members for participation in the Settlement; and
- i. Otherwise administering and implementing the Settlement.

21. The Administrator estimates its total costs for all of its administration tasks to date and through completion of Settlement will not exceed \$74,500.00. The Settlement further provides that the Administrator's costs shall be paid from the Settlement Fund. The estimated amount for the Administrator's costs and payment therefor from the Settlement Fund appear to be fair, reasonable, and adequate.

### **Notices to the Class**

22. The Court approves, as to form and content, the Notice Plan and Class Notices attached as Exhibits 1-4 to the Settlement. The Court finds that the Notice Plan and Class Notices will fully and accurately inform the Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement meets the requirements of Hawai'i Rule of Civil Procedure 23, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all Class Members.

23. The Settling Parties and their counsel may by agreement effectuate any amendments or modifications of the proposed Notice Plan and/or Class Notice, and any verification documents without notice to or approval by the Court if such changes are not materially inconsistent with this Order and do not materially limit the rights of Class Members.

### **Communications with Class Members**

24. Because Class Members might contact Haseko about the Settlement, if contacted, Haseko shall respond, if at all, to Class Members in a manner materially consistent with the following:

Haseko supports the Settlement. If you have any question regarding the details of the Settlement, please log onto the settlement website at [www.HasekoClass.com](http://www.HasekoClass.com) or contact Class Counsel through the Law Offices of Melvin Y. Agena, (808) 536-6647.

25. The Settling Parties will not solicit, facilitate, or assist in any way, Objections by Class Members.

## **Objections**

26. All Class Members who intend to object to the fairness, reasonableness and adequacy of the Settlement (“Objections”) must mail a timely written Objection to the Administrator by first-class mail with postage paid. The Administrator will then serve any Objections received on Class Counsel, Defense Counsel, and all other parties due notice in this case by U.S. Mail. The Administrator will then also file any such Objections with the Court by filing such documents directly or arranging for such documents to be filed by Class Counsel.

27. Objections must be postmarked no later than thirty (30) days after the date of the mailing of the Notice. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether an Objection has been timely submitted. In his/her/its Objections, an objecting Class Member must:

- a. Set forth his/her/its full name, current address, and telephone number;
- b. Identify the address of the Structure giving rise to standing to make an Objection and establish the sender’s status as a Class Member, if the sender’s current address is different;
- c. Identify the owner of the Class Member Structure;
- d. State that the objector has reviewed the definitions of the Class and understands that he/she/it is a member of the Class;
- e. Set forth a complete statement of all legal and factual bases for any Objection that the objector wishes to assert; and
- f. Provide copies of any documents that the objector wishes to submit relating to his/her/its position.

28. In addition to the requirements set forth in above paragraph, objecting Class Members must state in writing whether he/she/it intends to appear at the Final Approval Hearing(s) either with or without separate counsel. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written Objections or briefs submitted by any Class Member

shall be received or considered by the Court at the Final Approval Hearing, unless written Notice of the Class Member's intention to appear at the Final Approval Hearing and copies of any written Objections or briefs were postmarked or served on the Administrator on or before thirty (30) days after the date of the mailing of the Settlement Notice.

29. In addition to their obligations to serve and file timely Objections received, the Administrator will also serve any Notices of a Class Member's intention to appear at the Final Approval Hearing and associated briefing received on Class Counsel, Defense Counsel, and all other parties due notice in this case by U.S. Mail. The Administrator will also file any such Notices of a Class Member's intention to appear at the Final Approval Hearing and associated briefing with the Court by filing such documents directly or arranging for such documents to be filed by Class Counsel or Defense Counsel.

30. All Class Members who fail to serve timely written objections in the manner specified in the Court's Order Granting Motion for Preliminary Approval of Settlement, Approval of Notice Plan, and Appointment of Additional Class Counsel and the Settlement will be deemed to have waived any objections, will be foreclosed from making any objection, whether by appeal or otherwise, to the Settlement and Motion for Attorney Fees, Costs, and All Other Expenses, will be bound by the terms of the Settlement and the Final Judgment, and will be foreclosed forever from making any objection to the fairness or adequacy or any other aspect of the proposed Settlement and Motion for Attorney Fees, Costs, and All Other Expenses unless otherwise allowed by the Court.

### **Exclusions/Opt Outs**

31. No Class Member may opt out or exclude himself/herself/itself from the Settlement. The opportunity to opt out from the Class expired upon completion of the original Notice Plan in early 2019. Since no Class Members opted out at that time, all Class Members are bound by the orders of this Court in this Lawsuit.

### **Filing Papers Concerning Settlement**

32. All papers in support of or in opposition to the proposed Settlement shall be filed as follows, with courtesy copies sent to the Court's Chambers:

- a. Motion for Final Approval of Settlement—No later than 14 days prior to the date initially set for the Final Approval Hearing; and
- b. Motion for Attorney Fees, Costs, and All Other Expenses—No later than 14 days prior to the date initially set for the Final Approval Hearing.

### **Stipulation and Order on Partial Award**

33. Pursuant to the Panel's Order on Partial Award, which was previously issued by the Panel on May 12, 2021, and subject to final approval and implementation of the Settlement, the Partial Award is not and shall not be construed as a judgment or a final determination.

34. Pursuant to the Panel's Order on Partial Award, the Partial Award, including any and all factual findings and legal conclusions therein, are set aside, vacated, expunged, *nunc pro tunc* by the Panel, and have been determined by the Panel to be of no force or effect for any purpose including, but not limited to, for any purported collateral estoppel or other preclusive effect purposes, effective only upon the Court's final approval of the Settlement and Steadfast's payment on behalf of Haseko of the Settlement Fund into the Settlement Escrow.

35. The Settling Parties may only disclose the Partial Award in the following limited circumstances: to the Circuit Court as part of any motion for preliminary approval; to Class Members as part of the Court-approved class notice; and on the Lawsuit website published and maintained by the Administrator to effectuate the Notice Plan.

36. If the Settlement fails for any reason, for example but not exclusively, if the Court does not approve the Settlement or a Settling Party materially breaches the Settlement, the Panel's jurisdiction over the Lawsuit shall be fully reinstated, that the Partial Award remains enforceable, and that the Class shall have twenty business days from reinstatement of the Panel's

jurisdiction to file their declaration and any supporting documents in support of their claims for costs, attorney fees, and general excise tax for the City and County of Honolulu.

### **Termination of Settlement**

37. This Order shall become null and void, and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (i) the Court declines to grant final approval of the proposed Settlement (or Settling Parties' later written modification thereof) pursuant to the terms of the Settlement; or (ii) the Settling Parties terminate the proposed Settlement in accordance with its terms or the Settlement does not become effective as required by its terms for any other reason. In such event, the Settlement shall become null and void and of no further force and effect, and shall not be used or referred to for any purpose whatsoever.

### **Use of Order**

38. This Order shall be of no force or effect if the Court does not grant Final Approval to the Settlement. The Settlement shall not be construed or used as an admission, concession, or declaration by or against Haseko of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against Plaintiffs or other Class Members that their claims lack merit or that the relief requested in the Lawsuit is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she, or it might have.

### **Service of Papers**

39. Settling Parties' Counsel shall promptly furnish each other with copies of any and all objections or written requests for exclusion that come into their possession.

**Continuance of Final Approval Hearing**

40. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

**Retention of Jurisdiction**

41. The Court retains the exclusive jurisdiction to consider all further applications arising out of or connected with the Settlement. This Court, and only this Court, shall have exclusive jurisdiction to enforce or resolve any disputes related to the Settlement, including, but not limited to any and all disputes arising out of applications for, claims concerning, claims related to, and/or allocations of Attorney Fees, Costs, and All Other Expenses by Class Counsel; and any and all disputes arising out of claims by any other attorneys seeking attorney fees, costs, other expenses, or awards resulting from or in any way related to or arising out of this Lawsuit, the Settlement, and/or the Court's award of Attorney Fees, Costs, and All Other Expenses from the Settlement Fund.

APPROVED AS TO FORM:

/s/ Melvin Y. Agena

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DATED: June 16, 2021

/s/ Ross T. Shinyama

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MELVYN M. MIYAGI  
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DATED: June 16, 2021



