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In Pro Per for Plaintiff
NICOLE CRAIG

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THIRD CIRCUIT
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IN THE CIRCUIT COURT OF THE THIRD DISTRICT

STATE OF HAWAII

NICOLE CRAIG, as an individual and as
Trustee of the Revocable Living Trust of
Nicole L. Craig, and ROES 1-50, inclusive,

Plaintiffs,

v.

HAWAIIAN PARADISE PARK OWNERS
ASSOCIATION, a Hawai'i nonprofit
corporation, KARIN HOFFMAN, as an
individual and HPPOA Director, JEFFREY
FINLEY, as an individual and HPPOA
Director, and DOES 1-50, inclusive,

Defendants.

Civil No. _____
(Declaratory Judgment)

**COMPLAINT FOR DECLARATORY
JUDGMENT, BREACH OF FIDUCIARY
DUTY, TEMPORARY AND
PERMANENT INJUNCTIVE RELIEF,
AND PUNITIVE DAMAGES; SUMMONS**

**COMPLAINT FOR DECLARATORY JUDGMENT, BREACH OF COVENANT,
BREACH OF FIDUCIARY DUTY, INJUNCTIVE RELIEF, AND PUNITIVE DAMAGES**

COMES NOW Plaintiff NICOLE CRAIG, as an individual and as Trustee of the
Revocable Living Trust of Nicole L. Craig, *in pro per*, ("CRAIG" or "Plaintiff") and ROES 1-50,
inclusive, with this Complaint for Declaratory Judgment, Breach of Fiduciary Duty, Punitive
Damages, and Injunctive Relief against Hawaiian Paradise Park Owners Association
("HPPOA"), a Hawaii non-profit corporation, Karin Hoffman ("HOFFMAN"), as an individual
and as a Board Member of HPPOA, and Jeffrey Finley ("FINLEY"), as an individual and as a
Board Member of HPPOA.

PRELIMINARY STATEMENT

1. This action arises from the Defendant HPPOA's decision to use one acre on each of three parcels of land for the installation and use of cluster mailboxes ("CMB's") in violation of a deed restricting the use of these lots to "park, playground, recreation or school" and any directly auxiliary use thereto. In addition, the HPPOA is misusing funds that it has assessed and collected from owners of property in the HPPOA that are restricted for road maintenance exclusively by the HPPOA Bylaws.
2. The parcels of land at issue are located in Hawaiian Paradise Park, Kea'au, Hawai'i ("HPP") and identified as TMK 1-5-047-206 ("Lot B"), TMK 1-5-028-050 ("Lot C") and TMK 1-5-054-234 ("Lot D") (collectively "Subject Properties").
3. Each CMB installation will contain approximately 2,000 mailboxes each on each restricted lot. The installations will include clearing and grading of the lots, paving, striping, parking spaces, concrete bases for the mailboxes, and installation of the mail box units themselves.
4. HPP is infamously known as a substandard subdivision consisting of "Phase I" and "Phase II" lots. All lots were sold as unimproved land that needed to be cleared, graded, and any residence built by the owner. "Phase I" lots in HPP have no covenants or restrictions in their deeds. "Phase II" lots have only one covenant or restriction and that is the requirement to pay road fees every year to the HPPOA. Many roads in HPP are still gravel roads. HPP is the antithesis of a "planned community".
5. The vast majority of owner lots in HPP are zoned as Agricultural, with some exceptions.
6. Each year, HPPOA collects road assessments from lot owners, funds which are restricted by the Bylaws for **exclusive use for road maintenance**. Despite the Bylaw restriction,

HPPOA is funding the installation and maintenance of the CMB's with these restricted road funds.

7. This action also arises from Defendant HPPOA's adopted resolution on April 19, 2023 that HPPOA constitutes a "planned community association" pursuant to HRS 421J.
8. Defendants HOFFMAN and FINLEY have significantly breached their fiduciary duty to the HPPOA and its members by using HPPOA as their personal fiefdoms and orchestrating the violation of the deed and the misappropriation and use of restricted road funds, as well as fraudulently convincing the Board and members that it qualifies as a "planned community association" and that HRS 421J applies to it. They have done this by obtaining and circulating incomplete, incorrect and illogical legal opinions from attorneys that do not withstand even a layman's common-sense test. They have also mischaracterized these legal opinions to the HPPOA Board and members and intentionally distorted and falsified the meaning of the Bylaws to the HPPOA Board and members for their own purposes.
9. This Complaint seeks, *inter alia*, a declaration that Defendant HPPOA may not install CMB's on the Subject Properties; a declaration that HPPOA may not use money collected from its members as restricted road funds to fund the CMB's in any way (including installation and maintenance); a declaration that Defendant HPPOA may not use money collected from its members for any purpose other than exclusively for road maintenance; and a declaration that, as the Bylaws currently stand, HPPOA may not transfer funds into a non-road account for anything other than reimbursement of HPPOA non-road assets for road maintenance, capped at 5% of the restricted road funds.
10. The Complaint also seeks, *inter alia*, that the improperly skimmed restricted road funds transferred into the non-road account be disgorged by the HPPOA back into the restricted road funds, with statutory interest.

11. This Complaint also seeks, *inter alia*, a declaration that Defendant HPPOA is not a “planned community association” and that HRS 421J does not apply to it.
12. The Complaint also seeks, *inter alia*, a finding that Defendants HOFFMAN and FINLEY have breached their fiduciary duty and that the Court award punitive damages for their brazen violations of the deed and the HPPOA Bylaws.

JURISDICTION AND VENUE

13. This Court has jurisdiction over this matter under Sections 603-21.5(3), 632-1, and 414D of the Hawai’i Revised Statutes.
14. Venue is properly in this Court pursuant to Section 603-36 of the Hawai’i Revised Statutes, as the events and omissions giving rise to this action arose in this judicial circuit.

PARTIES

15. Defendant HPPOA is a Hawai’i non-profit organization with its mailing address in Kea’au, Puna District, County and State of Hawai’i.
16. Defendant HOFFMAN is currently President of HPPOA, and has been a Board member during relevant periods of this claim.
17. Defendant FINLEY is currently Vice President of HPPOA, and has been a Board member during relevant periods of this claim.
18. Plaintiff is an individual who resides in Hawaii, and is a member in good standing of HPPOA, and who is Trustee of property owned by a living trust within HPP.

FACTUAL BACKGROUND

19. Hawaiian Paradise Park (“HPP”) is a census designated place in Hawaii County, Hawaii, in the District of Puna. With a population, according to the United States Census, between 11,000 and 14,000, if it were a city, it would be the 28th most populated city in the State of

Hawaii. HPP is subdivided into approximately 8,850 lots owned by individuals, with several plots of 20 acres retained and owned by HPPOA.

20. Hawaiian Paradise Park Owners Association (“HPPOA”) is a Hawai’i nonprofit corporation. It acts pursuant to Bylaws amended and restated on July 22, 2010.

RELIEF SOUGHT, *INTER ALIA*

21. This Complaint seeks, *inter alia*, a declaration that Defendant HPPOA may not install CMB’s on the Subject Properties as the deed currently stands; a declaration that HPPOA may not use money collected from its members as restricted road funds to fund the CMB’s in any way (including installation and maintenance); a declaration that HPPOA may not use money collected from its members for any purpose other than exclusively for road maintenance; and a declaration that, as the Bylaws currently stand, HPPOA may not transfer funds into a non-road account for anything other than reimbursement of HPPOA non-road assets for road maintenance, capped at 5% of the restricted road funds.
22. The Complaint also seeks that the improperly skimmed restricted road funds transferred into the non-road account be disgorged back into the restricted road funds, with statutory interest.
23. The Complaint also seeks a declaration that Defendant HPPOA is not a “planned community association” under HRS 421J and 421J does not apply to HPPOA, and that the Court order Defendant HPPOA to revoke its April 19, 2023 resolution.
24. The Complaint also seeks a finding that HOFFMAN and FINLEY have breached their fiduciary duty and that the Court award compensatory and punitive damages for their brazen violation of the deed and the HPPOA Bylaws.

MISUSE OF ROAD MAINTENANCE FEES

25. The HPPOA collects annual road maintenance assessments from every property owner in HPP, in an amount of approximately **\$3,000,000 per year**.

26. The Bylaws outline the powers and authority of the Board of Directors. In pertinent part, to:

“Collect all assessments and fees levied by the Association, including the road maintenance assessments...**All funds generated by the collection of road maintenance assessments must be deposited into a separate bank account**, and shall not be commingled with any other Association funds. **Said road maintenance funds shall be expended solely and exclusively for expenses arising from the actual operation and administration of road maintenance activities** and compensation for the use of its non-road maintenance assets as per Article XI.” Article VIII, Section 8(o) (emphasis added).

“Ensure that finances are protected and managed in the best interest of the Association. To accomplish this purpose, the board shall establish reasonable formulas, policies, and procedures by which administrative costs are to be divided between restricted funds and the non-road fund...[]...Nothing in this section shall be interpreted in such a way as to relieve the board of the responsibility to account for all road funds separately in accordance with generally accepted accounting practices **nor to empower the board to expend road maintenance funds for any purpose other than road maintenance activities.**” Article VIII, Section 8(k) (emphasis added).

27. Article XI states that:

“The road maintenance funds are restricted funds and shall be used exclusively for road maintenance activities¹. A portion of road maintenance funds shall be exclusively used to compensation the Association General Fund for the use of the Association’s non-road maintenance assets for road maintenance purposes. The amount of compensation shall be determined annually by the board and shall not exceed 5% of road maintenance funds collected in every given year.” Article XI, Section 3 (emphasis added).

28. Defendant HPPOA told its members that it has taken 5% of the road assessments collected every year since approximately 2018 to “save up” for the installation and maintenance of the CMB’s. Defendant FINLEY told Plaintiff and its other members that this 5% of the

¹ “Road maintenance activities” are defined in the Bylaws as “An activity engaged in for the purpose of managing, maintaining, improving, preserving or protecting any road or road easement in Hawaiian Paradise Park, including collecting, accounting for, administering, and protecting road maintenance funds, and managing, operating, maintaining and protection road maintenance property.” HPPOA Bylaws, Article V, Section 1.

road assessments were deposited directly into the non-road fund and never deposited in the restricted road fund, and therefore do not “count” as restricted road funds. This is a falsity and a flagrant thumbing of the nose at the Articles of the Bylaws cited above.

29. Defendant HPPOA is currently using these road assessments to pay for non-road maintenance purposes, specifically the clearing and grading of the Subject Properties (see below) for the installation of CMB’s.

VIOLATIONS OF THE DEEDS FOR CLUSTER MAILBOXES

30. HPPOA notified its members that for the past six years, it has been setting aside 5% of the restricted road funds into the non-road account in order to save up for the CMB project.

HPPOA said it has budgeted \$600,000 for the CMB project.

31. The proposed location for these one-acre mailbox clusters are on lots that were deeded to HPPOA by a company owned by the Watumull’s, a prominent family in Hawai’i. The deeds state the express condition that:

“...said property shall always be used for park, playground, recreational or school uses only, and that no part of the property shall ever be used for any residential use, nor for any commercial mercantile or business use that is not directly auxiliary to said public uses...”.

32. The parcels of land at issue are located in Hawaiian Paradise Park, Kea’au, Hawai’i (“HPP”) and identified as TMK 1-5-047-206 (“Lot B”), TMK 1-5-028-050 (“Lot C”) and TMK 1-5-054-234 (“Lot D”) (collectively “Subject Properties”).

33. The HPPOA has fraudulently and falsely told the members that:

“The deed restrictions state the property cannot be used for residential or commercial use which the mailboxes are neither. The restrictions are for parks and education and communal use, which the mailboxes are for the community.” www.hppoa.net, Mailbox FAQ’s.

34. HPPOA admits that it has not received any indication from the Watumull’s that they intend to modify the deed.

35. The deed provides standing to Plaintiff to sue HPPOA for enforcement of the deed. The deed states:

“..in the event Grantee shall at any time use or permit the property, or any part thereof, to be used in any manner in violation of the foregoing conditions, the Grantor or any person who from time to time may be the owner of any lot located within the Hawaiian Paradise Park Subdivision may sue to specifically enforce the use restrictions contained herein or to enjoin violation or threatened violation of the covenants and conditions hereof.”

The deed further states that HPPOA shall be responsible for attorneys’ fees and costs incurred by the plaintiff in any such suit. A copy of the deed is attached as Exhibit A.

36. Each CMB installation will contain approximately 2,000 mailboxes on each restricted lot.

The installations will include clearing and grading of the lots, paving, striping, parking spaces, concrete bases for the mailboxes, and installation of the cluster mailbox units themselves.

37. Defendant HPPOA has begun clearing and grading on the Subject Properties in preparation for the installation of concrete, asphalt and the CMB’s.

38. Defendant HPPOA has expended restricted road maintenance funds on this clearing and grading.

APPLICATION OF HRS 421J

39. HPP is infamously known as a substandard subdivision consisting of “Phase I” and “Phase II” lots. All lots were sold as unimproved land that needed to be cleared, graded, and any residence built by the owner. “Phase I” lots in HPP have no covenants or restrictions in their deeds. “Phase II” lots have only one covenant or restriction and that is the requirement to pay road fees every year to the HPPOA. Many roads in HPP are still gravel roads. HPP is the antithesis of a “planned community”.

40. Plaintiff’s deed does not contain any conditions, covenants or restrictions.

41. The vast majority of lots in HPP are zoned as Agricultural.

42. On April 19, 2023, the HPPOA Board of Directors, including Defendants HOFFMAN and FINLEY adopted a resolution declaring that HPP was a “planned community” under HRS 421J and that provisions of HRS 421J apply to HPP.
43. Prior to this resolution, the HPPOA was correctly following HRS 414D which applies to non-profit corporations.
44. Defendant HPPOA claims that HRS 421 applies to HPP because it applies “...to all community and homeowners’ associations of 10 or more parcels, regardless of whether an assessment was written into a deed, as long as such an assessment can be enforced by a lien,” citing HRS 421J. Memorandum to Nicole Craig, dated 8/4/23. This is an intentional falsification of the statute.
45. HRS 412J applies to “planned community associations”. HRS 421J-1.
46. HRS 421J defines a “planned community”, as either a condominium or timeshare, or a common interest community when “[r]eal property [is] subject to a recorded declaration placing restrictions and obligations on the owners of the real property that are enforced or enforceable by a separate entity, the association, established for that purpose whether or not mentioned in the declaration.” HRS 421J-2.
47. HRS 421J defines “recorded” as “recorded or filed in the bureau of conveyances of the State or in the office of the assistant registrar of the land court of the State, as appropriate.” HRS 421J-2.
48. Since HPP is not a condominium or time share, and since at least half the deeds in HPP have no recorded CC&R’s, including Plaintiff’s, Defendant HPPOA, including Plaintiff’s.

COUNT 1 – Declaratory Judgment
(The Deed to the Subject Properties Does Not Permit Installation and/or Maintenance of
CMB's)
as to Defendant HPPOA

49. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
50. The deed to the proposed CMB sites limits HPPOA's use of the land for park, playground, recreational or school uses only.
51. One-acre CMB areas are not considered park, playground recreational or school uses.
52. An actual controversy has arisen and now exists between Plaintiff and HPPOA concerning whether HPPOA has the lawful authority to build and/or maintain CMB sites on these lots.

COUNT 2 – Declaratory Judgment
(HPPOA Cannot Use Money Collected From Its Members as Road Assessments to Fund
the CMB's In Any Way)
as to Defendant HPPO

53. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
54. HPPOA collects an annual assessment from HPP lot owners for road maintenance fees.
55. The HPPOA Bylaws restrict the use of these fees for road maintenance activities only.
56. Installation and maintenance of CMB's cannot be considered road maintenance activities within the meaning of the Bylaws.
57. The HPPOA Bylaws require these road maintenance fees to be deposited into a separate account and can only be transferred to a non-restricted account if they are used to reimburse HPPOA for the use of HPPOA non-road assets for road maintenance activities.
58. HPPOA has deposited and/or transferred road maintenance fees into the non-restricted General Fund in excess of any permitted reimbursement and has therefore violated the Bylaws.

59. HPPOA is using these funds, and will use these funds in the future, for the installation and maintenance of CMB's.
60. An actual controversy has arisen and now exists between Plaintiff and HPPOA concerning whether HPPOA can now use these "non-road" account funds to pay for the CMB installation and maintenance.

COUNT 3 – Declaratory Judgment
(HPPOA Can Not Use Funds Collected as Road Maintenance Fees for Anything Other
Than Road Maintenance Activities)
as to Defendant HPPOA

61. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
62. HPPOA collects an annual assessment from HPP lot owners for road maintenance fees.
63. The HPPOA Bylaws restrict the use of these fees for road maintenance activities only.
64. The HPPOA Bylaws require these road maintenance fees to be deposited into a separate account and can only be transferred to a non-restricted account if they are used to reimburse HPPOA for the use of HPPOA non-road assets for road maintenance activities.
65. HPPOA has deposited and/or transferred road maintenance fees into the non-restricted General Fund in excess of any permitted reimbursement and has therefore violated the Bylaws.
66. HPPOA is using these funds, and will use these funds in the future, for the installation and maintenance of CMB's.
67. An actual controversy has arisen and now exists between Plaintiff and HPPOA concerning whether HPPOA can use road maintenance funds collected from lot owners for anything other than road maintenance activities as defined by the Bylaws.

COUNT 4 – Declaratory Judgment
(HPPOA Must Disgorge the Misappropriated Amounts of Road Maintenance Fees Paid by
Lot Owners From the Non-Restricted General Fund to the Restricted Road Fund)
as to Defendant HPPOA

68. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
69. The HPPOA Bylaws require road maintenance fees to be deposited into a separate account and can only be transferred to a non-restricted account if they are used to reimburse HPPOA for the use of HPPOA non-road assets for road maintenance activities.
70. HPPOA has deposited and/or transferred road maintenance fees into the non-restricted General Fund in excess of any permitted reimbursement and has therefore violated the Bylaws.
71. An actual controversy has arisen and now exists between Plaintiff and HPPOA concerning whether HPPOA must reimburse road maintenance funds collected from lot owners back into the restricted road fund.

COUNT 5 – Negligent Breach of Fiduciary Duty
(as to Defendants HOFFMAN and FINLEY)

72. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
73. At all times relevant to this claim, Defendants HOFFMAN and FINLEY owed a fiduciary duty to HPPOA and its members, including Plaintiff.
74. HOFFMAN and FINLEY negligently breached that duty on more than one occasion and such breaches were the actual and proximate cause of harm to HPPOA and its members, including Plaintiff.

75. HPPOA has incurred undetermined expenses clearing and grading lots in preparation for the installation and maintenance of CMB's in violation of the Subject Properties' deed and HPPOA Bylaws.
76. Accordingly, Defendants HOFFMAN and FINLEY are liable in damage to HPPOA and its members, including Plaintiff, in excess of \$50,000.00, the exact amount to be proven at trial, arising out of HOFFMAN and FINLEY's negligent breach of their fiduciary duty to HPPOA and its members, including Plaintiff.

COUNT 6 – Reckless Breach of Fiduciary Duty
(as to Defendants HOFFMAN and FINLEY)

77. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
78. At all times relevant to this claim, Defendants HOFFMAN and FINLEY owed a fiduciary duty to HPPOA and its members, including Plaintiff.
79. HOFFMAN and FINLEY recklessly breached that duty on more than one occasion and such breaches were the actual and proximate cause of harm to HPPOA and its members, including Plaintiff.
80. HPPOA has incurred undetermined expenses clearing and grading lots in preparation for the installation and maintenance of CMB's in violation of the Subject Properties' deed and HPPOA Bylaws.
81. Accordingly, Defendants HOFFMAN and FINLEY are liable in damage to HPPOA and its members, including Plaintiff, in excess of \$50,000.00, the exact amount to be proven at trial, arising out of HOFFMAN and FINLEY's reckless breach of their fiduciary duty to HPPOA and its members, including Plaintiff.

COUNT 7 – Intentional Breach of Fiduciary Duty
(as to Defendants HOFFMAN and FINLEY)

82. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
83. At all times relevant to this claim, Defendants HOFFMAN and FINLEY owed a fiduciary duty to HPPOA and its members, including Plaintiff.
84. HOFFMAN and FINLEY intentionally breached that duty on more than one occasion and such breaches were the actual and proximate cause of harm to HPPOA and its members, including Plaintiff.
85. HPPOA has incurred undetermined expenses clearing and grading lots in preparation for the installation and maintenance of CMB's in violation of the Subject Properties' deed and HPPOA Bylaws.
86. Accordingly, Defendants HOFFMAN and FINLEY are liable in damage to HPPOA and its members, including Plaintiff, in excess of \$50,000.00, the exact amount to be proven at trial, arising out of HOFFMAN and FINLEY's intentional breach of their fiduciary duty to HPPOA and its members, including Plaintiff.

COUNT 8 – Declaratory Judgment
(HPPOA is Not a "Planned Community Association" Under HRS421J and HPPOA Must
Revoke Its 4/19/23 Resolution)
as to Defendant HPPOA

87. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
88. Defendant HPPOA has declared itself a "planned community association" under HRS 421J and claims that all provisions of HRS 421J apply to HPPOA and lots in HPP.
89. Defendant HPPOA does not meet the conditions and definitions or a "planned community association" under HRS 421J.

90. An actual controversy has arisen and now exists between Plaintiff and Defendant HPPOA concerning whether HPPOA is a “planned community association” under HRS 421J and whether HRS 421J applies to HPPOA at all.

COUNT 9 – Temporary and Permanent Injunctive Relief
(as to all Defendants)

91. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
92. Plaintiff, HPPOA and its members have been and continue to be irreparably harmed by HPPOA’s actions of using road funds for the CMB’s as well as the current clearing and grading the land, and the installation and maintenance of the CMB’s.
93. Monetary damages would be inadequate to compensate Plaintiff, the HPPOA and its members for such harm.
94. Plaintiff has shown a substantial likelihood of success on the merits.
95. Temporary and permanent injunctions would be in the public interest.
96. The equities weigh in favor of injunction relief.
97. Plaintiff therefore requests a temporary and permanent injunction that no additional work is to be done on the Subject Properties to turn the lots into CMB areas, and requiring Defendants to otherwise comply with the restrictive covenants on the land, HPPOA Bylaws, and other controlling documents.

COUNT 10 – Punitive Damages
(as to Defendants HOFFMAN and FINLEY)

98. Plaintiff alleges and incorporates by reference the allegations made in the preceding paragraphs.
99. At all relevant times, Defendants HOFFMAN and FINLEY owed HPPOA and its members, including Plaintiff, a duty to act with due care and regard for HPPOA and its members’

rights, safety and interests, including HPPOA and its members' property and financial interests.

100. Defendants breached that duty of due care on more than one occasion by acting intentionally, willfully, wantonly, maliciously, oppressively and with gross negligence in their violations of the Subject Properties' deed and the misuse of restricted road maintenance funds.
101. HOFFMAN and FINLEY outrageous conduct included lying about attorney opinions to the members of HPPOA, and orchestrating the violation of the deed and the misappropriation and use of restricted road funds. They did this, in part, by obtaining and lying about, and circulating incomplete, incorrect and illogical legal opinions from attorneys that do not withstand even a layman's common-sense test. They also lied to members about the restrictions on the road funds in the Bylaws.
102. Accordingly, Defendants HOFFMAN and FINLEY are liable for punitive damages to Plaintiff in excess of \$50,000.00 each, the exact amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff CRAIG respectfully requests that this Court enter judgment and provide the following relief:

- A. A declaratory judgment that the deed to the Subject Properties does not permit the installation and/or maintenance of CMB's by Defendant HPPOA;
- B. A declaratory judgment that Defendant HPPOA cannot use money collected from HPP lot owners as road funds to fund, install or maintain the CMB's in any way.
- C. A declaratory judgment that Defendant HPPOA may not use road funds collected from HPP lot owners for anything other than road maintenance activities as defined by the HPPOA Bylaws;

- D. A declaratory judgment that Defendant HPPOA must disgorge any and all road maintenance fees paid by HPP lot owners out of the non-restricted general fund and deposit them into the restricted road maintenance fund;
103. A declaratory judgment that HPP is not a “planned community” and HPPOA is not a “planned community association” under HRS 421J and that 421J does not apply to HPPOA in any way;
104. That Defendant HPPOA be ordered to revoke its April 19, 2023 resolution;
105. That Defendant HPPOA be ordered to pay 10% statutory interest *per annum* to the road funds for funds improperly deposited and/or transferred in from the restricted road fund into the unrestricted general fund;
106. That Defendants HOFFMAN and FINLEY be ordered to reimburse the restricted road fund for amounts improperly incurred by HPPOA’s installation work on the CMB’s up to and until this order is granted, with 10% statutory interest *per annum*;
107. That Defendants HOFFMAN and FINLEY be ordered to pay Plaintiff punitive damages in excess of \$50,000 each;
108. That Plaintiff be awarded reasonable attorneys’ fees, costs, and other expenses of litigation;
109. For such other and further relief as this Court deems just and proper.

DATED: Kea’au, Hawai’i, August 15, 2023.



NICOLE CRAIG

In Pro Per
PLAINTIFF

**STATE OF HAWAII
CIRCUIT COURT OF THE
THIRD ☒ CIRCUIT**

**SUMMONS
TO ANSWER CIVIL COMPLAINT**

CASE NUMBER

PLAINTIFF'S NAME & ADDRESS, TEL. NO.

NICOLE CRAIG
1057 Cochrane Road, Ste. 160-33
Morgan Hill, California 95037

PLAINTIFF

NICOLE CRAIG, as an individual and as
Trustee of the Revocable Living Trust of
Nicole L. Craig, and ROES 1-50, inclusive,

VS.

DEFENDANT(S)

HAWAIIAN PARADISE PARK OWNERS ASSOCIATION, a
Hawaii nonprofit corporation, KARIN HOFFMAN, as an
individual and HPPOA Director, JEFFREY FINLEY, as an
individual and HPPOA Director, and DOES 1-50, inclusive.

TO THE ABOVE-NAMED DEFENDANT(S)

You are hereby summoned and required to file with the court and serve upon

Nicole Craig, In Pro Per
1057 Cochrane Road, Ste. 160-33
Morgan Hill, California 95037

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.

**THIS SUMMONS SHALL NOT BE PERSONALLY DELIVERED BETWEEN 10:00 P.M. AND 6:00 A.M. ON
PREMISES NOT OPEN TO THE GENERAL PUBLIC, UNLESS A JUDGE OF THE ABOVE-ENTITLED
COURT PERMITS, IN WRITING ON THIS SUMMONS, PERSONAL DELIVERY DURING THOSE HOURS.**

**A FAILURE TO OBEY THIS SUMMONS MAY RESULT IN AN ENTRY OF DEFAULT AND DEFAULT
JUDGMENT AGAINST THE DISOBEYING PERSON OR PARTY.**

DATE ISSUED

AUG 15 2023

CLERK

BYRON POY

CIRCUIT COURT CLERK

The original document is filed in the Judiciary's electronic case management system which is accessible
via eCourt Kokua at: <http://www.courts.state.hi.us>



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; MAUI- Phone No. 808-244-2929, FAX 808-244-2777;
HAWAII- Phone No. 808-961-7424, TTY 808-961-7422, FAX 808-961-7411; KAUAI- Phone No. 808-482-2365,
TTY 808-482-2533, FAX 808-482-2509, at least ten (10) working days prior to your hearing or appointment date.