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**THIRD CIRCUIT**  
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Attorneys for Defendants  
ANDY ANDREWS, ROBERT GOLDEN  
CHERYL KAUPP, ALICE LINDAHL,  
DARRYL SINGLETON AND  
PATTI HATZISTAVRAKIS

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

PHILIP A. DENNEY derivatively on behalf	)	CIVIL NO. 3CCV-20-0000360
of LEILANI COMMUNITY	)	(Declaratory Judgment; Other Civil
ASSOCIATION,	)	Action)
	)	
Plaintiff,	)	DEFENDANTS ANDY ANDREWS,
vs.	)	ROBERT GOLDEN, CHERYL KAUPP,
	)	ALICE LINDAHL, DARRYL
ANDY ANDREWS; ROBERT GOLDEN;	)	SINGLETON AND PATTI
CHERYL KAUPP; ALICE LINDAHL;	)	HATZISTAVRAKIS' ANSWER TO
DARRYL SINGLETON; PATTI	)	SECOND AMENDED VERIFIED
HATZISTAVRAKIS; JOHN DOES 1-10;	)	COMPLAINT, FILED FEBRUARY 24,
JANE DOES 1-10; DOE PARTNERSHIPS	)	2021; CERTIFICATE OF SERVICE
1-10; DOE CORPORATIONS 1-10; DOE	)	
ENTITIES 1-10;	)	
	)	
Defendants.	)	
	)	

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**DEFENDANTS ANDY ANDREWS, ROBERT GOLDEN, CHERYL KAUPP, ALICE LINDAHL, DARRYL SINGLETON AND PATTI HATZISTAVRAKIS' ANSWER TO SECOND AMENDED VERIFIED COMPLAINT, FILED FEBRUARY 24, 2021**

Defendants ANDY ANDREWS, ROBERT GOLDEN, CHERYL KAUPP, ALICE LINDAHL, DARRYL SINGLETON AND PATTI HATZISTAVRAKIS (hereinafter "Individually Named Defendants"), by and through their attorneys, KESSNER UMEBAYASHI

BAIN & MATSUNAGA, and for Answer to the Second Amended Verified Complaint (“SAC”), filed herein on February 24, 2021, allege and aver as follows:

**FIRST DEFENSE**

1. As to Paragraph 1 of the SAC, Individually Named Defendants admit that Philip A. Denny ("Denny"), during time relevant herein, was the owner of Block 11, Lots 26 and 27 and a member of the L.A. Individually Named Defendants are without information sufficient to form a belief as to the truth of the allegations, as phrased herein, that Plaintiff Denny is a current director of the Board of Directors, and therefore denies the same.

2. As to Paragraph 2 of the SAC, Individually-Named Defendants admit said allegation.

3. As to Paragraph 3 of the SAC, Individually-Named Defendants admit that Andy Andrew is currently an owner and member of the L.A., and is currently an officer of the L.A. Board of Directors. With regard to the remainder of the allegations contained in Paragraph 3, as phrased, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegations contained therein and therefore deny the same.

4. As to Paragraph 4 of the SAC, Individually-Named Defendants admit that Robert Golden is currently an owner and member of the L.A., and is currently an officer of the L.A. Board of Directors. With regard to the remainder of the allegations contained in Paragraph 4, as phrased, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegations contained therein and therefore deny the same.

5. As to Paragraph 5 of the SAC, Individually-Named Defendants admit that Cheryl Kaupp is currently an owner and member of the L.A., but deny that Cheryl Kaupp is currently an

officer or director of the L.A. Board of Directors. With regard to the remainder of the allegations contained in Paragraph 5, as phrased, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegations contained therein and therefore deny the same.

6. As to Paragraph 6 of the SAC, Individually-Named Defendants admit that Alice LINDAHL is currently an owner and member of the L.A., and is currently an officer of the L.A. Board of Directors. With regard to the remainder of the allegations contained in Paragraph 6, as phrased, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegations contained therein and therefore deny the same.

7. As to Paragraph 7 of the SAC, Individually-Named Defendants admit that Darryl Singleton is currently an owner and member of the L.A., but deny that Darryl Singleton is currently an officer or director of the L.A. Board of Directors. With regard to the remainder of the allegations contained in Paragraph 7, as phrased, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegations contained therein and therefore deny the same.

8. As to Paragraph 8 of the SAC, Individually-Named Defendants admit that Patti Hatzistavrakis is currently an owner and member of the L.A., and is currently an officer of the L.A. Board of Directors. With regard to the remainder of the allegations contained in Paragraph 8, as phrased, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegations therein and therefore deny the same.

9. As to Paragraph 9 of the SAC, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegations contained therein and therefore leave Plaintiff to the proof of said allegations.

10. As to Paragraph 10 of the SAC, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegations contained therein and therefore leave Plaintiff to the proof of said allegations.

11. As to Paragraph 11 of the SAC, Individually-named Defendants deny the allegations as phrased, and specifically deny Plaintiff's claim of proper jurisdiction.

12. As to Paragraph 12 of the SAC, Individually-named Defendants deny the allegations as phrased, and specifically deny Plaintiff's claim of subject matter jurisdiction.

13. As to Paragraph 13 of the SAC, Individually-named Defendants deny the allegations as phrased, and specifically deny Plaintiff's claim of personal jurisdiction.

14. As to Paragraph 14 of the SAC, Individually-named Defendants deny the allegations as phrased, and specifically deny Plaintiff's claim of proper venue.

15. As to Paragraph 15 of the SAC, Individually-Named Defendants admit that Leilani Community Association ("LCA") is a Hawai`i non-profit corporation organized and existing pursuant to the provisions of Chapter 421J, of the Hawai`i Revised Statutes.

Individually-Named Defendants further admit that, at or about the time of incorporation, its governing documents consisted of a Charter of Incorporation of Leilani Community Association ("Charter") which was received by the Department of Regulatory Agencies, State of Hawai`i, on January 15, 1969; and a Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), recorded at the Office of the Bureau of Conveyances, on March 19, 1969, which included as

Exhibit "A" thereto, the Charter and which included as Exhibit "B" thereto, the initial Bylaws of the Leilani Community Association ("Bylaws"). Individually-Named Defendants are aware that said governing documents, over the course of LCA's fifty-two (52) years of existence, have been amended and/or modified from time to time, such that they are without sufficient information to form a belief as to the truth of the remaining allegations of Paragraph 15, as phrased, and therefore deny the same.

16. As to Paragraph 16 of the SAC, Individually-named Defendants admit that the LCA Board of Directors is granted certain authority to act on behalf of the LCA, pursuant to law. Individually-named Defendants are without sufficient information to form a belief as to the truth of the remainder of the allegations set forth in Paragraph 16, due to the generality of this paragraph, as phrased, and therefore deny the same.

17. As to Paragraph 17 of the SAC, Individually-Named Defendants are without sufficient information to form a belief as to the truth of the allegations contained therein and in particular the allegation concerning the motivation of Plaintiff's derivative action, and therefore deny the same.

18. As to Paragraph 18 of the SAC, Individually-Named Defendants are without sufficient information to form a belief as to the truth of Plaintiff's assertion that he will fairly and adequately represent the interests of the members of the LCA and/or that he has no interest adverse to other LCA owners and members, and therefore deny the same.

19. As to Paragraph 19 of the SAC, Individually-Named Defendants deny, in their entirety, the allegations contained therein.

20. As to Paragraph 20 of the SAC, Individually-Named Defendants deny, in its entirety, Plaintiff's allegation that he made demands and objections to the LCA Board concerning the actions complained of in the SAC, much less that any efforts were futile as described in this Paragraph.

21. As to Paragraph 21 of the SAC, Individually named Defendants deny, in their entirety, the allegations contained therein.

22. As to Paragraph 22 of the SAC, Individually-Named Defendants are without information sufficient to form a believe as to the truth of the allegation that Keola Kaai Bandmann, Valerie Ann Bandmann, Ross David Stadnyk and Marianne G. Farrell actually participated in any mediation with Individually-Named Defendants. To the extent Keola Kaai Bandmann, Valerie Ann Bandmann, Ross David Stadnyk and Marianne G. Farrell did participate in mediation, Individually-Named Defendants deny that their participation complied with the requirements of HRS § 421J-13, which inherently requires good faith. Individually-Named Defendants further deny that all issues now being raised in the SAC were identified and/or addressed by Keola Kaai Bandmann, Valerie Ann Bandmann, Ross David Stadnyk or Marianne G. Farrell in any mediation. Individually-Named Defendants also deny that, to the extent issues were identified in mediation which involved Plaintiff's counsel, Individually-Named Defendants refused to reconsider or reverse certain actions.

23. As to Paragraph 23 of the SAC, Individually-Named Defendants admit that LCA held its annual meeting on March 16, 2019 and that its annual election occurred that date, resulting in the election to the Board of Directors of Kris Burmeister, Health Dalton, Jay

Turkovsky, Robert Golden, Kaonohi Jeremiah, Mark Hauanio and Greg Armstrong. In all other respects, Paragraph 23, as phrased, is denied.

24. As to Paragraph 24, of the SAC, Individually-Named Defendants deny that Defendant Andrews was appointed to the Board of Directors for LCA, in June, 2019.

25. As to Paragraph 25 of the SAC, Individually-Named Defendants deny that, on June 13, 2019, at a regular meeting of the Board of Directors, Defendant Andrews made any misrepresentation concerning prior Board discussions on the installation of speed humps on South Maile Street and is without information sufficient to form a belief as to the truth of any remaining allegations in this paragraph, as phrased by Plaintiff.

26. As to Paragraph 26 of the SAC, said allegation is admitted.

27. As to Paragraph 27 of the SAC, Individually-Named Defendants admit that Defendant Hatzistavrakis and Valerie Bandmann were appointed to the LCA Board of Directors, in August, 2019, and affirmatively represent that such appointments occurred sometime in late August, 2019, and after the August 8, 2019 Board of Directors meeting.

28. As to Paragraph 28 of the SAC, Individually-Named Defendants admit that the LCA Board of Directors held a meeting on August 8, 2019 and deny the remainder of the allegations.

29. As to Paragraph 29 of the SAC, Individually-Named Defendants admit that the LCA Board of Directors held a meeting on August 8, 2019, at which time a petition which had been submitted to the Board on or about June 13, 2019 and which was signed by all owners located on Maile Street as of that date, was addressed. The Petition had been submitted to the

Board by Defendant Lindahl, who was not a Board member at that time. As to the remainder of any allegations contained in this Paragraph, Individually-Named Defendants deny the same.

30. As to Paragraph 30 of the SAC, Individually-Named Defendants deny that any misrepresentations were made during the August 8, 2019 LCA Board of Directors' meeting, by any Board member, concerning the LCA speed hump policy, as adopted in 2016.

31. As to paragraph 31 of the SAC, Individually-Named Defendants deny that the LCA Board, at its August 8, 2019 meeting, voted to supply funds for three speed humps for South Maile Street and to revisit its commitment to pay for the installation of speed humps on South Maile Street.

32. As to Paragraph 32 of the SAC, Individually-Named Defendants admit that Defendant Lindahl owns property on South Maile Street and is without information sufficient to form a belief as to the truth of the remainder of the allegation of this paragraph, as phrased by Plaintiff.

33. As to Paragraph 33 of the SAC, Individually-Named Defendants deny said allegations.

34. As to Paragraph 34 of the SAC, Individually-Named Defendants deny said allegations.

35. As to Paragraph 35 of the SAC, Individually-Named Defendants deny that Defendant Andrews "delegated" responsibilities and assignments to various Board members, but admit that the Board members, in September, 2019, collectively agreed to undertake certain responsibilities. Individually-Named Defendants affirmatively represent that CC&R



administration and enforcement was undertaken by Alice Lindahl and Darryl Singleton, as well as Valerie Bandmann.

36. As to Paragraph 36 of the SAC, Individually-Named Defendants admit that on October 10, 2019, at a regular meeting of LCA's Board of Directors, Valerie Bandmann discussed her plans to address CC&R violations, and otherwise deny the allegations of this Paragraph, as phrased by Plaintiff.

37. As to Paragraph 37 of the SAC, Individually-Named Defendants admit that, on October 10, 2019, at a regular meeting of the LCA's Board of Directors, Defendant Golden informed and otherwise gave notice to owners, that the Board would be considering amendment of the Bylaws to provide for staggered terms for Board members, and otherwise is without information sufficient to form a belief as to the truth of the allegations of this Paragraph, as phrased by Plaintiff.

38. As to Paragraph 38 of the SAC, Individually-Named Defendants deny said allegations.

39. As to Paragraph 39 of the SAC, Individually-Named Defendants deny that a regular meeting of the LCA Board of Directors was held on October 24, 2019, and therefore also deny the remainder of the allegations contained therein.

40. As to Paragraph 40 of the SAC, Individually-Named Defendants admit that Defendant Hatzistavrakis sent an email to the Board indicating her intent to resign, on October 25, 2019.

41. As to Paragraph 41 of the SAC, Individually-Named Defendants admit that on November 6, 2019, Defendant Singleton sent an email to the Board, stating his intent to resign from the Board.

42. As to Paragraph 42 of the SAC, Individually-Named Defendants deny any misrepresentation to the owners by Defendants Hatzistavrakis and Singleton concerning their status as active Board members, at the November 14, 2019 regular meeting of the LCA's Board of Directors, and otherwise deny the allegations contained in this Paragraph.

43. As to Paragraph 43 of the SAC, Individually-Named Defendants deny that Defendant Andrews made any misrepresentations, as alleged therein.

44. As to Paragraph 44 of the SAC, Individually-Named Defendants deny that they misled or deceived LCA owners, as alleged therein.

45. As to Paragraph 45 of the SAC, Individually-Named Defendants deny that they misled or deceived LCA owners, as alleged therein.

46. As the Paragraph 46 of the SAC, Individually-Named Defendants deny that they misled or deceived LCA owners, as alleged therein, and affirmatively state that their actions were consistent with the provisions of LCA's Bylaws.

47. As to Paragraph 47 of the SAC, Individually-Named Defendants admit that the LCA Board issued a letter dated November 21, 2019, which document speaks for itself and otherwise denies the allegations of this Paragraph, as phrased by Plaintiff.

48. As to Paragraph 48 of the SAC, Individually-Named Defendants admit that the LCA Board issued a letter dated November 21, 2019, which document speaks for itself and otherwise denies the allegations of this Paragraph, as phrased by Plaintiff.

49. As to Paragraph 49 of the SAC, Individually-Named Defendants deny the allegations contained therein, and affirmatively assert that Plaintiff's apparent reading and interpretation of relevant bylaw provisions is incorrect.

50. As to Paragraph 50 of the SAC, Individually-Named Defendants admit that an increase from \$110 to \$200 represents a mathematical increase of greater than 10%, and deny the remainder of the allegations therein.

51. As to Paragraph 51 of the SAC, Defendant Andrews denies that he instructed Valerie Bandmann not to send out violation letters and otherwise denies the allegations contained therein, as phrased by Plaintiff. The remaining Individually-Named Defendants are without information sufficient to form a belief as to the truth of allegations contained Paragraph 51 of the SAC, particularly as phrased by Plaintiff, and therefore deny the same.

52. As to Paragraph 52 of the SAC, Individually-Named Defendants are without information sufficient to form a belief as to the truth of Plaintiff's "information or belief" with regard to the allegations contained therein and therefore denies the same. Defendant Andrews further denies that he instructed Valerie Bandmann not to send out violation letters, although he did inform her that she was using the wrong form for that purpose. Defendant Andrews further denies that he was in violation of the CC&RS and affirmatively asserts that prior allegations of a CC&R violation had already been investigated and disproven by this time, such that there would be no motivation to instruct Valerie Bandmann not to send out violations letters to all owners believed to be in violation of the CC&RS as of that time.

53. As to Paragraph 53 of the SAC, Individually-Named Defendants admit that Defendant Andrews was the subject of a complaint for an alleged CC&R violation, in 2010,

concerning structures on his property and affirmatively state that such alleged violation was investigated and disproven. Individually-Named Defendants otherwise deny the allegations of this Paragraph, as phrased by Plaintiff.

54. As to Paragraph 54 of the SAC, Individually-Named Defendants admit that, during a November 14, 2019 regular meeting of the LCA Board, Defendant Lindahl, in her capacity as Secretary, informed and otherwise notified LCA owners that building plans held by the LCA which were seven (7) or more years old, would be purged, and otherwise denies the allegations therein.

55. As to Paragraph 55 of the SAC, Individually-Named Defendants deny that the decision to purge building plans was to conceal an alleged, and disproven, violation of the CC&RS by Defendant Andrews and affirmatively state that the policy was consistent with a prior Board's policy to return plans to owners once approved by the architectural committee and further consistent with the Board's intent to address increasingly limited storage space. Individually-Named Defendants also affirmatively represent that building plans, as part of this process, were returned to owners.

56. As to Paragraph 56 of the SAC, Individually-Named Defendants, with the exception of Defendants Hatzistavrakis and Singleton, admit that they received an email on or about December 12, 2019 from Valerie Bandmann, which document speaks for itself, and otherwise denies the allegations therein, as phrased by Plaintiff. Defendants Hatzistavrakis and Singleton deny that they received such an email.

57. As to Paragraph 57 of the SAC, Individually-Named Defendants deny, in their entirety, the allegations contained therein and affirmatively represent that as of December 12, 2019, both Hatzistavrakis and Singleton were active Board members.

58. As to Paragraph 58 of the SAC, Individually-Named Defendants are without information sufficient to form a belief as to the "information and belief" relied upon by Plaintiff therein and otherwise deny, in their entirety, the remaining allegations of this Paragraph.

59. As to Paragraph 59 of the SAC, Individually-Named Defendants deny, in their entirety, the allegations contained therein.

60. As to Paragraph 60 of the SAC, Individually-Named Defendants recall that at a regular meeting of the LCA Board, on December 12, 2019, Plaintiff Denney, in apparent reference to a comment posted about him on social media and made by a non-Board member, posed a question similar to that described in this Paragraph to Defendant Andrews concerned how he felt about the social media comment, and that Defendant Andrews responded in a manner similar but not necessarily identical to that which is bookmarked in quotes. Individually-Named Defendants otherwise deny the allegations of this Paragraph, as phrased by Plaintiff.

61. As to Paragraph 61 of the SAC, Individually-Named Defendants admit that a regular meeting of the LCA Board was held on December 12, 2019 at which time the Board, including Valerie Bandmann, voted to amend certain sections of the LCA's Bylaws.

62. As to Paragraph 62 of the SAC, Individually-Named Defendants admit that the LCA Board, including Valerie Bandmann, voted to amend Article V, Section 2, allowing for staggered terms of Board members, consistent with the language quoted in this Paragraph.

63. As to Paragraph 63 of the SAC, Individually-Named Defendants admit that an amendment to Article V, Section of the Bylaws was proposed, consistent with the language stated above, but deny that this amendment was adopted by the Board.

64. As to Paragraph 64 of the SAC, Individually-Named Defendants admit that the LCA Board, including Valerie Bandmann, voted to amend Article III, Section 1 of the Bylaws setting the annual meeting of the LCA members to occur on the third Saturday of March, each year, consistent with the language quoted in this Paragraph.

65. As to Paragraph 65 of the SAC, Individually-Named Defendants deny, that the LCA Board's vote on December 12, 2019, and which included Valerie Bandmann, was inconsistent with the LCA Charter, and further denies that the LCA Charter required a meeting of the members and approval by more than two-thirds of the members, with respect to amendments adopted in 2019.

66. As to Paragraph 66 of the SAC, Individually-Named Defendants deny that the LCA Board, which included Valerie Bandmann, was in any way told, on December 12, 2019 or in relatively close proximity thereto, that anyone felt their actions were in violation of the LCA Charter and Hawaii State law. Individually-Named Defendants affirmatively stated that this allegation has since been made by Keola Kaai Bandmann, Valerie Ann Bandmann, Ross David Stadnyk, and Marianne G. Farrell in connection with this lawsuit, and now by Plaintiff Denney. As to the remainder, if any, of allegations contained within this Paragraph, Individually-Named Defendants are without information sufficient to form a belief as to the truth of same, particularly as phrased by Plaintiff, and therefore deny the same.

67. As to Paragraph 67 of the SAC, Individually-Named Defendants deny they, as well as Valerie Bandmann, acted in derogation of the LCA Charter and Hawaii State law with regard to the Bylaw amendments adopted by the Board in December, 2019.

68. As to Paragraph 68 of the SAC, Individually-Named Defendants admit that the LCA Charter, which was received by the Department of Regulatory Agencies, State of Hawai'i, on January 15, 1969, stated at the NINTH paragraph therein, pertaining to the initial By-Laws, that said initial By-Laws may be amended or repealed by the vote of not less than two-thirds (2/3) of the members present, in person or by proxy, at any meeting of the members duly called and held, the notice of which shall have stated that a purpose of the meeting was to consider the amendment or repeal of the By-Laws. Individually-Named Defendants deny that the original text of the Charter contains bold typed language, as quoted by Plaintiff in Paragraph 68.

Individually-Named Defendants affirmatively state that the By-Laws have been amended from time to time over the LCA's fifty-plus year history and that the amendments adopted in December, 2019 by the LCA Board, which included Valerie Bandmann, were authorized by the provisions of the By-Laws.

69. As to Paragraph 69 of the SAC, Individually-Named Defendants deny that the December, 2019 vote to amend the By-laws were inconsistent with the LCA Bylaws, as a vote by the members was not required.

70. As to Paragraph 70 of the SAC, Individually-Named Defendants admit that Article XVI, Section 1 of the LCA By-Laws, with the exception of language appearing in bold type, is as stated therein, and affirmatively states that this provision provides the authority by which the Board may alter, amend, add to or repeal the By-laws, by an affirmative vote of not

less than the majority of board of directors (except as to the change in the number of directors) present at any meeting duly called. Individually-Named Defendants affirmatively represent that said provision further provides that members, consistent with this and other provisions of the By-laws may call a meeting, with prior notice, for purposes of overturning any change to the By-laws adopted by the Board, a potential remedy which was not undertaken by Keola Kaai Bandmann, Valerie Ann Bandmann, Ross David Stadnyk, and Marianne G. Farrell, or by Plaintiff, prior to instituting this litigation.

71. As to Paragraph 71 of the SAC, Individually-Named Defendants deny they misled or deceived owners by calling Valerie Bandmann during roll call. Individually-Named Defendants affirmatively state that, although Valerie Bandmann stated in executive session on December 12, 2019 that she felt she should resign, she did not respond when then asked to think about that decision. Moreover, Individually-Named Defendants affirmatively represent that Valerie Bandmann responded to the roll call and affirmatively voted in favor of the By-law amendments, on December 12, 2019, thereby negating any previously stated inclination to resign. Individually-Named Defendants deny the remainder of the allegations of this Paragraph, as phrased by Plaintiff.

72. As to Paragraph 72 of the SAC, Individually-Named Defendants deny said allegations.

73. As to Paragraph 73 of the SAC, Individually-Named Defendants represented to owners that ballots for the March election would be sent to owners on February 14, 2020 and admits that there was a subsequent delay in this process, but denies that there was any misrepresentation made to owners.



74. As to Paragraph 74 of the SAC, Individually-Named Defendants deny the allegations stated therein.

75. As to Paragraph 75 of the SAC, Individually-Named Defendants deny the allegations stated therein.

76. As to Paragraph 76 of the SAC, Individually-Named Defendants deny that they mailed out ballots for the election of directors, scheduled for March 21, 2020, and affirmatively state that the mailing was done by a third party agency.

77. As to Paragraph 77 of the SAC, Individually-Named Defendants admit that a document was sent to owners which included the language "Please Read Before Voting in the LCA Election", but are without information sufficient to form a belief as to the truth of the remaining allegations of this Paragraph, as phrased by Plaintiff.

78. As to Paragraph 78 of the SAC, Individually-Named Defendants affirmatively state that the document speaks for itself and otherwise deny the allegations of this Paragraph.

79. As to Paragraph 79 of the SAC, Individually-Named Defendants deny the allegations of this Paragraph.

80. As to Paragraph 80 of the SAC, Individually-Named Defendants admit that the LCA held its annual election, on March 21, 2020, which resulted in the election of board members, including Plaintiff, and otherwise deny the allegations of this Paragraph.

81. As to Paragraph 81 of the SAC, Individually-Named Defendants deny the allegations of this Paragraph.

82. As to Paragraph 82 of the SAC, Individually-Named Defendants, said allegation is incomprehensible as stated. Individually-Named Defendants affirmatively state that the LCA

Board, which included Valerie Bandmann, did amend certain By-laws on December 12, 2019, including Article III, Section and otherwise deny the allegations of this Paragraph, as phrased.

83. As to Paragraph 83 of the SAC, Individually-Named Defendants deny that the LCA Board, which included Valerie Bandmann, "failed" to hold a meeting on the fourth Monday of January of 2020, but admit that an annual meeting was held in 2020. Individually-Named Defendants further affirmatively represent that the LCA's annual meetings have historically occurred each year, in the month of March, not January, since at least 1971.

84. As to Paragraph 84 of the SAC, and assuming the reference to Article IV, Section 2 is meant to pertain to LCA's By-laws, Individually-Named Defendants affirmatively state that said provision speaks for itself and does not contain bold typed or underlined lettering, and otherwise denies the allegations of this Paragraph.

85. As to Paragraph 85 of the SAC, Individually-Named Defendants deny that the Board, which included Valerie Bandmann, violated Article IV, Section 2 of the Bylaws, as amended, in holding the LCA's annual election on March 21, 2020, and otherwise denies any remainder of the allegations contained in this Paragraph.

86. As to Paragraph 86 of the SAC, Individually-Named Defendants, and assuming referenced is made to Article IV, Section 3 of LCA's By-laws, Individually-Named Defendants affirmatively stated that said provision speaks for itself and does not contain bold typed or underlined lettering, and otherwise deny any remainder to the allegations of this Paragraph.

87. As to Paragraph 87 of the SAC, Individually-Named Defendants deny that the Board, including Valerie Bandmann, violated Article IV, Section 3 of the By-laws by holding

LCA's annual election on March 21, 2020 and without a meeting of members and otherwise denies any remainder to the allegations of this Paragraph.

88. As to Paragraph 88 of the SAC, Individually-Named Defendants admit that the League of Women Voters of Hawaii County ("LWV"), which had been selected and endorsed by the group identifying themselves as "Concerned Homeowners of Leilani Estates" ("CHLE"), certified LCA's March 21, 2020 election results by which Andy Andrews, Cheryl Kaupp and Alice Lindahl were appointed to 2-year terms; and Robert Golden, Patti Hatzistavrakis and Philip Denney were appointed to 1-year terms. Individually-Named Defendants deny any remainder to the allegations contained in this Paragraph.

89. As to Paragraph 89 of the SAC, Individually-Named Defendants admit the allegations stated therein

90. As to Paragraph 90 of the SAC, Individually-Named Defendants admit the allegations stated therein.

91. As to Paragraph 91 of the SAC, Individually-Named Defendants admit that an election occurred on March 21, 2020 and deny the remainder of the allegations contained in this Paragraph.

92. As to Paragraph 92 of the SAC, Individually-Named Defendants affirmatively state that Article III, Section 3 of the LCA By-laws speaks for itself and does not contain bold typed lettering, and otherwise deny the allegations of this Paragraph, as stated by Plaintiff.

93. As to Paragraph 93 of the SAC, Individually-Named Defendants deny any violation of Article III, Section 3 of the Bylaws and otherwise deny any remainder to the allegations contained in said Paragraph.

94. As to Paragraph 94 of the SAC, Individually-Named Defendants admit that an election occurred on March 21, 2020 and deny the remainder of the allegations contained in this Paragraph.

95. As to Paragraph 95 of the SAC, Individually-Named Defendants affirmative state that the provision of Article III, Section 3 of LCA's By-laws speaks for itself and does not contain bold typed or underlined lettering, and otherwise deny any remainder to the allegations of this Paragraph.

96. As to Paragraph 96 of the SAC, Individually-Named Defendants admit, consistent with the letter of LCA's governing documents, that votes of owners who were determined not in good standing were excluded from the election results, and otherwise deny any remainder of the allegations of this Paragraph.

97. As to Paragraph 97 of the SAC, Individually-Named Defendants affirmatively state that the provisions of HRS Sec. 421J-4 speak for themselves, in their entirety, and do not include bold typed lettering, and otherwise deny any remainder to the allegations contained in this Paragraph.

98. As to Paragraph 98 of the SAC, Individually-Named Defendants deny any violation of HRS Section 421J-4 and otherwise deny any remainder to the allegations contained in this Paragraph.

99. As to Paragraph 99 of the SAC, Individually-Named Defendants deny the use of LCA counsel to make any threats against owners and with respect to any remainder to the allegations contained in this Paragraph, deny the same.

100. As to Paragraph 100 of the SAC, Individually-Named Defendants deny that Defendant Andrews, with the assistance of counsel, made any threats to Jeana Jones, and otherwise deny any remainder to the allegations contained in this Paragraph.

101. As to Paragraph 101, Individually-Named Defendants deny that Defendant Andrews with the assistance of LCA counsel, made any threats to LCA members Thomas Willemin and Michael Steele or attempted to censor dissent for Defendant Andrews, and otherwise deny any remainder to the allegations contained in this Paragraph.

102. As to Paragraph 102 of the SAC, and without reference to any particular event or action, Individually-Named Defendants affirmatively state that they are unaware of any improper utilization of LCA counsel by Defendant Andrews and otherwise deny any remainder of the allegations contained in this Paragraph. Defendant Andrews denies the allegations contained in this Paragraph, in their entirety.

103. As to Paragraph 103 of the SAC, Individually-Named Defendants, and particularly those who were not on the LCA Board as of that date, are without information sufficient to form a belief as to the truth of the allegations contained in this Paragraph, and therefore deny the same.

104. As to Paragraph 104 of the SAC, Individually-Named Defendants, and particularly those who were not on the LCA Board as of the times relevant to this Paragraph, are without information sufficient to form a belief as to the truth of the allegations contained in this Paragraph, compounded by the ambiguous nature of these allegations, and therefore deny the same.

105. As to Paragraph 105 of the SAC, Individually-Named Defendants affirmatively state that the provisions of HRS 421J-7 speak for themselves and that said provisions do not contain bold type lettering as added by Plaintiff. To the extent there is a remainder to the allegations contained in this Paragraph, Individually-Named Defendants deny the same.

106. As to Paragraph 106 of the SAC, Individually-Named Defendants who were no longer on the LCA Board as of the time of these requests are without information sufficient to form a belief as to the truth of these allegations, and therefore deny the same. With regard to those Individually-Named Defendants who were on the Board during times relevant to document requests made by or on behalf of Valerie Bandmann, Keola Bandmann and other LCA members, including Ross David Stadnyk and Marianne G. Farrell, said documents to the extent permitted by law were produced to them, and in fact were produced through counsel and prior to these same individuals filing the initial Complaint in this action. Individually-Named Defendants further assert that a request by these same individuals to conduct an audit of the March 21, 2020 election results was accomplished prior to the filing of the initial Complaint in this action, and directly involved the League of Women Voters, which at that time still retained all election-related documents.

107. As to Paragraph 107 of the SAC, Individually-Named Defendants deny said allegations, in their entirety.

108. As to Paragraph 108 of the SAC, Individually-Named Defendants who were no longer on the Board at the time of any such requests would not have been in a position to grant or deny any such requests, such that the allegations contained in this Paragraph are entirely denied, as to them. As to those Individually-Named Defendants who were on the Board at the time of

such requests, Plaintiff's allegation that owners were refused access to requested association documents or had breached any provision of the LCA Charter, CC&RS or By-laws, is also denied in its entirety.

109. As to Paragraph 109 of the SAC, Individually-Named Defendants affirmatively state that the provisions of HRS Section 421J-5 speak for themselves and do not contain bold-typed lettering as stated therein by Plaintiff; and otherwise deny any remainder to the allegations of this Paragraph.

110. As to Paragraph 110 of the SAC, and with respect to those times in which each Individually-Named Defendant served on the LCA Board, Individually-Named Defendants deny the allegations of this Paragraph in their entirety.

111. As to Paragraph 111 of the SAC, Individually-Named Defendants affirmatively state that the provisions of HRS 414D-149 speak for themselves and otherwise deny any remainder of the allegations contained in this Paragraph.

112. As to Paragraph 112 of the SAC, and with respect to all times relevant to each Individually-Named Defendant having served on the LCA Board, the allegations of this Paragraph are denied in their entirety.

113. As to Paragraph 113 of the SAC, Individually-Named Defendants are without information, as generally stated herein, to form a belief as to the truth of any of the allegations contained in this Paragraph, but affirmatively state that they are not aware of any violations by Defendant Andrews of HRS 414D-149. Defendant Andrew denies the allegations contained in this Paragraph, in their entirety.

114. As to Paragraph 114 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

115. As to Paragraph 115 of the SAC, Individually-Named Defendants affirmatively state that LCA members are bound by the rights, benefits and obligations imposed by LCA's governing documents and are otherwise without information sufficient to form a belief as to the truth of the allegations contained in this paragraph, as phrased by Plaintiff.

116. As to Paragraph 116 of the SAC, Individually-Named Defendants affirmatively assert that the provisions of LCA's CC&RS, including paragraph 20 and 21 therein, speak for themselves, and do not include the bold typed lettering used by Plaintiff in said Paragraph 16. Individually-Named Defendants further affirmatively represent that paragraphs 20 and 21 of the CC&RS are modified by the preceding paragraphs of the CC&RS and are specifically limited to "the foregoing restrictions", enumerated therein.

117. As to Paragraph 117 of the SAC, Individually-Named Defendants deny that Plaintiff raised all the alleged breaches described in this SAC with Individually-Named Defendants in various communications and specifically deny that Plaintiff Denney ever demanded mediation pursuant to HRS Sec. 421J-13, much less that said Plaintiff ever engaged in mediation with Individually-Named Defendants.

118. As to Paragraph 118 of the SAC, Individually-Named Defendants deny the allegations contained therein, in the entirety.

119. As to Paragraph 119 of the SAC, and given the vagueness of the allegations as stated by Plaintiff therein, Individually-Named Defendants are without information sufficient to form a belief as to the truth of said allegations and therefore deny the same. To the extent



"control" as used in this Paragraph by Plaintiff is meant to infer the exercise of authority as an elected Board member, Defendants Andrews, Golden, Lindahl and Hatzistavrakis deny that said authority has been used in violation of the Charter, CC&RS, By-laws or State law and otherwise deny any remainder of the allegations of this Paragraph.

120. As to Paragraph 120 of the SAC, Individually-Named Defendants incorporate by reference, each of their responses to the allegations contained in Paragraphs 1 through 119 of the SAC, as though stated here.

121. As to Paragraph 121 of the SAC, Individually-Named Defendants deny that this action presents an actual controversy, as required by Hawaii law, inclusive of HRS Chapter 414D, and deny any remainder to the allegations contained in this Paragraph.

122. As to Paragraph 122 of the SAC, Individually-Named Defendants deny that this lawsuit is either warranted or necessary to resolve any claimed disputes involving Plaintiff and Individually-Named Defendants and otherwise deny any remainder to the allegations of this Paragraph.

123. As to Paragraph 123 of the SAC, Individually-Named Defendants deny that Plaintiff is entitled to bring this action for declaratory and injunctive relief and otherwise deny any remainder to the allegations of this Paragraph.

124. As to Paragraph 124 of the SAC, Individually-Named Defendants deny that Plaintiff challenged the December 12, 2019 vote to amend the By-laws, prior to the institution of this lawsuit, and deny that Plaintiff challenged the March 21, 2020 election by which Plaintiff now claims standing as a Board director. Individually-Named Defendants, to the extent any are current Board members, admit that they have not sought to rescind the December 12, 2019 vote

to amend the By-laws and have not sought to rescind the March 21, 2020 election results, reflecting the vote of LCA's membership. Individually-Named Defendants to the extent they are not currently LCA Board members, admit that they have not, as LCA owners, sought to alter the LCA By-laws as amended by the Board, including Valerie Bandmann, on December 12, 2019. Individually-Named Defendants affirmatively represent that they advised Keola Kaai Bandmann, Valerie Bandmann, Ross David Stadnyk and Marianne G. Farrell, through their counsel and prior to the institution of this lawsuit, that LCA's governing documents provided mechanisms by which they could seek to vacate or otherwise alter the By-laws as amended on December 19, 2020 and or to seek vacatur of the March 21, 2020 election results, and without the litigation, but said parties refused to pursue these mechanisms. Individually-Named Defendants further affirmatively represent that Plaintiff Denney, through counsel and in court proceedings since the institution of this lawsuit, has likewise been advised of these mechanisms, so as to avoid continued and unnecessary litigation, but Plaintiff Denney has refused to pursue these available remedies.

125. As to Paragraph 125 of the SAC, Individually-Named Defendants deny that the current members of the LCA Board, including Plaintiff Denney, are acting without authority or in violation of LCA's governing documents and State law, and otherwise deny any remainder of the allegations of this Paragraph, as phrased by Plaintiff.

126. As to Paragraph 126 of the SAC, Individually-Named Defendants deny that the current members of the LCA Board, including Plaintiff Denney, are acting without authority or in violation of LCA's governing documents and State law, and otherwise deny the remainder of the allegations of this Paragraph, as phrased by Plaintiff.

127. As to Paragraph 127 of the SAC, Individually-Named Defendants deny that Plaintiff is entitled to any declaratory relief in this action and otherwise deny any remainder of the allegations of this Paragraph.

128. As to Paragraph 128 of the SAC, Individually-Named Defendants deny that Plaintiff is entitled to any injunctive relief, as alleged herein and further states that Plaintiff's counsel in this action represented to the Court during court proceedings, that Plaintiff was not seeking the relief pled in sub-paragraph a. of this Paragraph. Further still, the relief pled in sub-paragraph b. of this Paragraph is impossible, given that Plaintiff did not file his SAC until February 24, 2021.

**COUNT II**  
**(Breach of Contract)**

129. As to Paragraph 129 of the SAC, Individually-Named Defendants incorporate by reference, each of their responses to the allegations contained in Paragraphs 1 through 128 of the SAC, as though stated here.

130. As to Paragraph 130 of the SAC, Individually-Named Defendants deny that Plaintiff has alleged any facts herein, constituting a breach by Defendants of the LCA Charter, CC&RS and By-laws.

131. As to Paragraph 131 of the SAC, Individually-Named Defendants deny the allegations.

132. As to Paragraph 132 of the SAC, Individually-Named Defendants incorporate by reference, each of their responses to the allegations contained in Paragraphs 1 through 131 of the SAC, as though stated here.

133. As to Paragraph 133 of the SAC, Individually-Named Defendants affirmatively stated that LCA Board members, including Plaintiff Denney, owe certain fiduciary duties to LCA owners, consistent with the LCA's governing documents and State law, and otherwise deny any remainder of the allegations of this Paragraph.

134. As to Paragraph 134 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

135. As to Paragraph 135 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

136. As to Paragraph 136 of the SAC, Individually-Named Defendants incorporate by reference, each of their responses to the allegations contained in Paragraphs 1 through 135 of the SAC, as though stated here.

137. As to Paragraph 137 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

138. As to Paragraph 138 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

**COUNT V**  
**(Breach of HRS § 414D-36, § 414D-149 and § 414D-187)**

139. As to Paragraph 139 of the SAC, Individually-Named Defendants incorporate by reference, each of their responses to the allegations contained in Paragraphs 1 through 138 of the SAC, as though stated here.

140. As to Paragraph 140 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

141. As to Paragraph 141 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

142. As to Paragraph 142 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

**COUNT VI**  
**(Breach of HRS § 421J-4 and § 421J-7)**

143. As to Paragraph 143 of the SAC, Individually-Named Defendants incorporate by reference, each of their responses to the allegations contained in Paragraphs 1 through 142 of the SAC, as though stated here.

144. As to Paragraph 144 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

145. As to Paragraph 145 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

146. As to Paragraph 146 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

**COUNT VII**  
**(Breach of § 6.13 and 6.14 of the Restatement, 3d of Property (Servitudes))**

147. As to Paragraph 147 of the SAC, Individually-Named Defendants incorporate by reference, each of their responses to the allegations contained in Paragraphs 1 through 146 of the SAC, as though stated here.

148. As to Paragraph 148 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

149. As to Paragraph 149 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety.

**COUNT VIII**  
**(Breach of Unfair and Deceptive Acts and Practices Act)**

150. As to Paragraph 150 of the SAC, Individually-Named Defendants incorporate by reference, each of their responses to the allegations contained in Paragraphs 1 through 149 of the SAC, as though stated here.

151. As to Paragraph 151 of the SAC, Individually-Named Defendants is without information sufficient to form a belief as to the truth of allegations contained in this Paragraph, particularly as phrased by Plaintiff.

152. As to Paragraph 152 of the SAC, Individually-Named Defendants deny the allegations contained therein, in their entirety and affirmatively state that *Kaanapali Hillside Homeowners' Ass'n. v. Doran*, reported at 112 Hawai`i, 356, 145 P.3 899 (ICA 2006), applies to condominium associations as governed by the provisions of HRS Chapter 514B, and not to the LCA which is governed by the provisions of HRS Chapter 421J.

153. As to Paragraph 153 of the SAC, Individually-Named Defendants are without information sufficient to form a belief as to the truth of the allegation contained therein, particularly given the lack of specificity in the allegation and therefore deny said allegation, as phrased.

154. As to Paragraph 154 of the SAC, Individually-Named Defendants deny said allegations, in their entirety.

155. As to Paragraph 155 of the SAC, Individually-Named Defendants deny said allegations, in their entirety.

156. As to Paragraph 156 of the SAC, Individually-Named Defendants deny said allegations, in their entirety.

**SECOND DEFENSE**

157. The SAC fails to state a claim upon which relief can be granted.

**THIRD DEFENSE**

158. Plaintiff's claims are barred due to lack of legal standing.

**FOURTH DEFENSE**

159. Plaintiff's claims are barred due to lack of subject matter jurisdiction.

**FIFTH DEFENSE**

160. Plaintiff's claims are barred by the provisions of H.R.S., Chapter 421J.

**SIXTH DEFENSE**

161. Plaintiff's claims are barred by the provisions of H.R.S., Chapter 414D.

**SEVENTH DEFENSE**

162. Plaintiff's claims are barred due to lack of proper venue.

**EIGHTH DEFENSE**

163. Individually-Named Defendants assert the affirmative defense of unclean hands.

**NINTH DEFENSE**

164. Individually-Named Defendants assert the affirmative defense of equitable estoppel.

**TENTH DEFENSE**

165. Individually-Named Defendants assert the affirmative defense that their actions were within the course and scope of their responsibilities as officers and/or directors of the Leilani Community Association, Board of Directors.

**ELEVENTH DEFENSE**

166. Individually-Named Defendants assert the affirmative defense of Laches.

**TWELFTH DEFENSE**

167. Individually-Named Defendants assert the affirmative defense of Waiver.

**THIRTEENTH DEFENSE**

168. Individually-Named Defendants assert the affirmative defense that Plaintiff has failed to join necessary and/or indispensable parties.

**FOURTEENTH DEFENSE**

169. Individually-Named Defendants assert the affirmative defense that Plaintiff's claims are barred by the doctrine of avoidable consequences.

**FIFTEENTH DEFENSE**

170. Individually-Named Defendants assert the affirmative defense of lack of contractual privity.

**SIXTEENTH DEFENSE**

171. Individually-Named Defendants assert the affirmative defense of lack of good faith conduct by Plaintiff.

**SEVENTEENTH DEFENSE**

172. Individually-Named Defendants assert the affirmative defense that their conduct



was neither the actual nor proximate cause of Plaintiff's alleged damages.

**EIGHTEENTH DEFENSE**

173. Individually-Named Defendants assert the affirmative defense that Plaintiff's alleged damages were proximately caused or contributed to, by Plaintiff's own conduct and/or by the conduct of third person over whom Individually-Named Defendants had no control.

**NINETEENTH DEFENSE**

174. Individually-Named Defendants assert the affirmative defense of Plaintiff's failure to mitigate damages.

**TWENTIETH DEFENSE**

175. Individually-Named Defendants assert the affirmative defense that Plaintiff's claims for declaratory and injunctive relief cannot be asserted against them a individually-named defendants.

**TWENTY-FIRST DEFENSE**

176. Individually-Named Defendants assert such further affirmative defenses, pursuant to Rule 8(c), Hawai'i Rules of Civil Procedure as become known during the course of discovery and trial in this matter.

WHEREFORE, Individually-Named Defendant prays as follows:

- A. That the SAC be dismissed with prejudice;
- B. That Plaintiff have and recover nothing from Individually-Named Defendants;
- C. That Individually-Named Defendants be awarded their costs and

reasonable attorneys' fees incurred herein; and

D. That Individually-Named Defendant be awarded such other and further relief as this Court deems just and proper.

DATED at Honolulu, Hawai'i, March 16, 2021.

/s/Michele-Lynn E. Luke  
MICHELE-LYNN E. LUKE  
SAORI TAKAHASHI  
Attorney for Defendants  
ANDY ANDREWS, ROBERT GOLDEN,  
CHERYL KAUPP, ALICE LINDAHL,  
DARRYL SINGLETON AND  
PATTI HATZISTAVRAKIS

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

PHILIP A. DENNEY derivatively on behalf	)	CIVIL NO. 3CCV-20-0000360
of LEILANI COMMUNITY	)	(Declaratory Judgment; Other Civil
ASSOCIATION,	)	Action)
	)	
Plaintiff,	)	CERTIFICATE OF SERVICE
vs.	)	
	)	
ANDY ANDREWS; ROBERT GOLDEN;	)	
CHERYL KAUPP; ALICE LINDAHL;	)	
DARRYL SINGLETON; PATTI	)	
HATZISTAVRAKIS; JOHN DOES 1-10;	)	
JANE DOES 1-10; DOE PARTNERSHIPS	)	
1-10; DOE CORPORATIONS 1-10; DOE	)	
ENTITIES 1-10;	)	
	)	
Defendants.	)	
	)	
	)	

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**CERTIFICATE OF SERVICE**

I hereby certify that on this date the foregoing document was duly served electronically upon the following parties via JEFS system:

TERRANCE M. REVERE, ESQ.  
AMANDA L. DUTCHER, ESQ.  
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970 North Kalaheo, Ave., Suite A301  
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Attorneys for Plaintiff  
PHILIP A. DENNEY derivatively on behalf of  
LEILANI COMMUNITY ASSOCIATION

DATED: Honolulu, Hawaii, March 16, 2021.

/s/Saori Takahashi

MICHELE-LYNN E. LUKE

SAORI TAKAHASHI

Attorneys for Defendants

ANDY ANDREWS, ROBERT GOLDEN

CHERYL KAUPP, ALICE LINDAHL,

DARRYL SINGLETON AND

PATTI HATZISTAVRAKIS

# NOTICE OF ELECTRONIC FILING

**Electronically Filed  
THIRD CIRCUIT  
3CCV-20-0000360  
16-MAR-2021  
09:22 AM  
Dkt. 129 NEF**

An electronic filing was submitted in Case Number 3CCV-20-0000360. You may review the filing through the Judiciary Electronic Filing System. Please monitor your email for future notifications.

**Case ID:** 3CCV-20-0000360

**Title:** Keola Kaai Bandmann Valerie Ann Bandmann Ross David Stadnyk and Marianne G. Farrell, Plaintiffs, v. Andy Andrews Robert Golden Cheryl Kaupp Alice Lindahl Darryl Singleton Patti Hatzistravrakis John Does 1-10 Jane Does 1-10 Doe Partnerships 1-10 Doe Corporations 1-10 Doe Entities 1-10, Defendants.

**Filing Date / Time:** TUESDAY, MARCH 16, 2021 09:22:09 AM

**Filing Parties:** Michele-Lynn Luke

**Case Type:** Circuit Court Civil

**Lead Document(s):** 128-ANSWER TO COMPLAINT

**Supporting Document(s):**

**Document Name:** 128-DEFENDANTS ANDY ANDREWS, ROBERT GOLDEN, CHERYL KAUPP, ALICE LINDAHL, DARRYL SINGLETON AND PATTI HATZISTAVRAKIS' ANSWER TO SECOND AMENDED VERIFIED COMPLAINT, FILED FEBRUARY 24, 2021; CERTIFICATE OF SERVICE

If the filing noted above includes a document, this Notice of Electronic Filing is service of the document under the Hawai'i Electronic Filing and Service Rules.

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This notification is being electronically mailed to:  
Recorded Proceeding 3rd Circuit ( *ldb3HAppeals@courts.hawaii.gov* )  
Saori Paige Takahashi ( *stakahashi@kdubm.com* )  
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Third Circuit Court 2nd Division ( *2nddivision.3cc@courts.hawaii.gov* )  
Amanda Lee Dutcher ( *amanda@revereandassociates.com* )  
Terrance M. Revere ( *terry@revereandassociates.com* )  
The following parties need to be conventionally served:

