

Jeffrey Scott Goold

Honolulu, Hawaii 96815

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FIRST CIRCUIT
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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

JEFFREY SCOTT GOOLD,

Plaintiff,

vs.

HAWAIIAN ELECTRIC COMPANY,
INC.; HAWAIIAN ELECTRIC
INDUSTRIES, INC.; ELIZABETH
DEER; SHANA M. BUCO; JOHN DOES
1-10; JANE DOES 1-10; DOE
CORPORATIONS 1-10; DOE
PARTNERSHIPS 1-10; DOE ENTITIES
1-10; and DOE GOVERNMENTAL
ENTITIES 1-10,

Defendants.

) CIVIL NO. 1CCV-21-0000216

) (Other Civil Action)

) FIRST AMENDED COMPLAINT;

) DEMAND FOR JURY TRIAL;

) SUMMONS

FIRST AMENDED COMPLAINT

Plaintiff JEFFREY SCOTT GOOLD (“Plaintiff”) for causes of action against the above-named Defendants, alleges and avers as follows:

I. JURISDICTION AND VENUE.

1. This Court has jurisdiction over this controversy pursuant to Hawaii Revised Statutes (“HRS”) § 603-21.5, as the amount in controversy, exclusive of interest, fees and costs,

exceeds \$40,000.00.

2. The First Circuit Court is the proper venue for this action pursuant to HRS § 603-36, as the claims for relief arose in the City and County of Honolulu, State of Hawaii.

II. PARTIES.

3. Plaintiff JEFFREY SCOTT GOOLD is and was at all relevant times a married resident of the State of Hawaii.

4. Upon information and belief, Defendant HAWAIIAN ELECTRIC COMPANY, INC. (“Defendant HECO”) is and was at all relevant times a corporation with a principal place of business in the State of Hawaii.

5. Upon information and belief, Defendant HAWAIIAN ELECTRIC INDUSTRIES, INC. (“Defendant HEI”) is and was at all relevant times a corporation with a principal place of business in the State of Hawaii. Defendant HECO is a subsidiary of Defendant HEI.

6. Upon information and belief, Defendant Elizabeth Deer (“Defendant Deer”) is and was at all relevant times a resident of the State of Hawaii and an employee of Defendant HECO.

7. Upon information and belief, Defendant Shana M. Bucu (“Defendant Bucu”) is and was at all relevant times a resident of the State of Hawaii and an employee of Defendant HECO.

8. Defendants HECO, HEI, Deer, and Bucu are collectively the “Defendants.”

9. Defendants JOHN DOES 1-10, JANE DOES 1-10, DOE CORPORATIONS 1-10, DOE PARTNERSHIPS 1-10, DOE ENTITIES 1-10, and DOE GOVERNMENTAL ENTITIES 1-10 (collectively referred to as “Doe Defendants”) are persons, corporations, partnerships,

business entities, and/or governmental entities who acted in a negligent, wrongful or tortious manner which proximately caused or contributed to the injuries and damages sustained by Plaintiff. Plaintiff has been unable to ascertain the names and identities of the above-named Doe Defendants from the investigation conducted to date. Accordingly, Plaintiff has sued the unidentified Doe Defendants herein with fictitious names pursuant to Rule 17(d) of the Hawaii Rules of Civil Procedure, and Plaintiff will substitute the true names, identities, capacities, acts and/or admissions of the Doe Defendants when the same are ascertained.

III. BACKGROUND FACTS.

A. Plaintiff's History.

10. Plaintiff is a business intelligence specialist with over 30 years of experience in database management, data mining and analysis, and research reporting focused on public health, environmental, and energy sectors. Plaintiff is classified as a “non-safety sensitive employee.”

11. At all relevant times, Plaintiff had a debilitating medical condition and was disabled.

12. At all relevant times, Plaintiff was registered with the State of Hawaii - Department of Health as a qualifying patient and participant in the Medical Cannabis Registry Program (“MCRP”) under HRS § 329-121 et seq.

13. At all relevant times, Plaintiff held a valid registration certification for the MCRP and valid 329 Card.

B. Contract Work for Defendant HECO.

14. On or about July 28, 2018, Defendant HECO hired Plaintiff as a contracted employee through EdgeRock Technology Partners. Plaintiff officially started work August 13,

2018, with the contract initially scheduled to end December 30, 2018.

15. Defendant HECO hired Plaintiff to serve as Database Administrator/Data Analyst (“DBA/DA”) to support Defendant HECO’s four permanent DBA/DA employees.

16. As part of his employment contract, Defendant HECO provided Plaintiff with Defendant HEI’s Code of Conduct, effective November 20, 2017, including Appendix A - Defendant HECO’s “Section 2. Conduct Supporting Our Core Values” (“Code”). For purposes of the Code, Defendants considered Plaintiff an employee, mandated all employees are dealt with fairly, and declared the “Company may waive application of the policies set forth in the Code.”

17. Defendant HECO required Plaintiff to work on-site using Defendant HECO computers and office equipment; using assigned Defendant HECO email and other accounts; along side other Defendant HECO contracted and permanent employees; during standard Defendant HECO business hours at Defendant HECO’s facility located at Pacific Park Plaza, 12th Floor, 711 Kapiolani Blvd, Honolulu, Hawaii (“Subject Property”).

18. Defendant HECO did not require Plaintiff or other contracted employees to submit to pre-employment drug screening.

19. While working for Defendant HECO, Plaintiff did an excellent job and received favorable reviews from his manager Lori Yafuso (“Ms. Yafuso”) and others.

20. Defendant HECO IT program manager Lance Ichishita wrote to Ms. Yafuso on about October 18, 2018:

“I really enjoyed working with [Plaintiff] as he was courteous, professional, knowledgeable, and helpful all throughout the engagement. I am impressed that you have such an outstanding individual as a part of your team.”

21. Ms. Yafuso highly praised Plaintiff in her 90-day review of his performance on about November 13, 2018:

YOU have been a great asset to our team and it is your personality and humble nature that makes all of us so comfortable working together. We have had contractors on the DBA team before, but never with the synergy and positive energy that you bring with you. I believe you have had the greatest influence in our success and glad that we selected the right contractor. You have definitely made your mark here at HECO and have set the bar very high for future contractors!

Thank you for being you...keep doing what you do...keep that good karma flowing!

22. On or about November 20, 2018, Plaintiff received notice from Ms. Yafuso that his contract was being extended until June 2019.

C. Defendant HECO Offers Plaintiff Permanent Employment.

23. On or about January 2019, one of Defendant HECO's four permanent DBA/DAs resigned.

24. Ms. Yafuso informed Plaintiff of the resignation, and urged him to apply for the vacant position through Defendant HECO's Internal Employee Application System.

25. On or about January 15, 2019, Plaintiff applied for the vacant position using an internal URL provided by Ms. Yafuso. This URL was unavailable to external applicants.

26. On or about February 11, 2019, Defendant Buco, the human resources director at Defendant HECO, offered Plaintiff a permanent DBA/DA position at Defendant HECO.

27. Plaintiff immediately accepted the offer of employment from Defendant HECO.

D. Defendant HECO Requires Plaintiff to Submit to Drug Testing.

28. On or about February 14, 2019, Defendant Deer, a human resources employee of

Defendant HECO, contacted Plaintiff via telephone to schedule and answer questions about the employment-related medical screening assessments, including drug screening. Defendant Deer did not disclose to Plaintiff the substances to be evaluated in the pre-employment screen.

29. In a subsequent and HIPAA-compliant conversation via telephone on or about February 14, 2019, Plaintiff informed Defendant Deer he was disabled and an active, registered patient in the MCRP.

30. Plaintiff disclosed to Defendant Deer he was being prescribed medical cannabis for his disability, that he took the prescribed dosage at night before bed, and never consumed any medical cannabis in the mornings prior to and/or during work hours.

31. Plaintiff had reviewed the Code provided by Defendants HEI and HECO, which appeared to confirm his medical treatment plan was in compliance with Code requirements. Plaintiff sought assurances from Defendant Deer that his medical treatment plan was in fact compliant with Defendants HEI and HECO's policies, and that his employment would not be adversely affected by any positive indication for medical cannabis.

32. Defendant Deer told Plaintiff he would "be fine." Based on this representation, Plaintiff did not disclose his medical treatment plan to other Defendant HECO personnel and consented to submit to the drug screen. As discussed with Defendant Deer, Plaintiff agreed to provide a copy of his 329 Card to Defendant HECO.

33. On or about February 14, 2019, Plaintiff submitted a standard urine sample at Straub Occupational Health Services ("Straub"). While at Straub, Plaintiff informed the lab technician administering the test that he was being prescribed medical cannabis for his disability and his test results would likely indicate positive for cannabis.

34. On or about February 19, 2019, Plaintiff was contacted by Dr. Michael M. Kusaka, MD (“Dr. Kusaka”) of Straub and notified the drug screen indicated positive for cannabis.

35. Plaintiff informed Dr. Kusaka he was an active and registered participant in the MCRP.

36. Upon information and belief, Dr. Kusaka notified Defendant HECO of Plaintiff’s positive test indication and “Marijuana Certificate” authorization on or about February 19, 2019.

37. On or about February 20, 2019, Herman Lau (“Mr. Lau”), an IT Security manager of Defendant HECO, who had been assigned to reconfigure Plaintiff’s computer and email accounts, informed Plaintiff that Defendant HECO HR confirmed his official selection and set his start date as February 25, 2019. Mr. Lau congratulated Plaintiff and welcomed Plaintiff to the permanent team.

38. Between February 20th and February 25th, 2019, Plaintiff disclosed the details of his official selection to Ms. Yafuso, other co-workers, family and friends. Plaintiff thanked Ms. Yafuso and co-workers for the honor, and expressed his tremendous gratitude for the opportunity to join their team permanently. Plaintiff and his wife also celebrated his new position with close friends.

39. At the end of business on or about February 22, 2019, Plaintiff left his contracted employee position as directed by Defendant HECO in preparation for beginning full time permanent employment with Defendant HECO at 7:30 AM on Monday, February 25, 2019.

E. Defendant HECO Unjustly Terminates Plaintiff.

40. On or about February 25, 2019, Plaintiff went to the Subject Property for his first

day of employment as a permanent HECO employee as directed by Defendant HECO. Plaintiff furthered progress on projects Plaintiff had been assigned for months; fulfilled work order requests by co-workers and customers; and completed ad hoc tasks as requested.

41. Shortly before lunch, Defendant Bucu contacted Plaintiff and informed Plaintiff of the following allegations: (1) Plaintiff's positive urine screen violated company's drug-free workplace policy; (2) Plaintiff was a danger to coworkers, the company and general public; (3) Plaintiff's test results indicated Plaintiff had been intoxicated or impaired in the workplace; and (4) Plaintiff was engaged in illegal activity.

42. As a result of these allegations, Defendant Bucu informed Plaintiff that Defendant HECO was terminating his employment, and demanded Plaintiff vacate the Subject Property immediately. Plaintiff had served as a HECO permanent employee for about four hours.

43. The unexpected directive horrified and traumatized Plaintiff. For approximately 11 days, Defendant HECO withheld corporate medical and substance use policy from Plaintiff, and engaged in behavior that led Plaintiff to believe he had been officially selected for the permanent position. Plaintiff was distraught, humiliated, and distressed by his termination.

44. At no time prior to termination was Plaintiff informed that Defendant HECO's and/or Defendant HEI's drug-free workplace policy prohibited medical cannabis. Even when Plaintiff inquired, Defendants concealed this information from him.

45. On or about February 27, 2019, Plaintiff had a second telephone conversation with Defendant Bucu, where she repeated her allegations of February 25, 2019.

46. Defendant Bucu admitted to Plaintiff that Defendant Deer had neglected to disclose to her that Plaintiff was both disabled and a registered participant in the MCRP.

47. Plaintiff requested a copy of Defendant HEI and/or Defendant HECO policy prohibiting medical cannabis. Defendant Bucu disclosed she had never seen written policy concerning medical cannabis prohibition by Defendant HECO and/or Defendant HEI. Defendant Bucu informed Plaintiff the policy was disseminated verbally.

48. Plaintiff objected as Defendant HECO and/or Defendant HEI had neglected to make available this necessary and sufficient policy information to Plaintiff — a disabled professional employee and legal medical cannabis patient.

49. Upon being informed Defendants were unable to make available a written drug-free workplace policy, Plaintiff, a non-safety sensitive employee not subject to federal or state DOT, FMCSA or PHMSA laws or regulations, sought reinstatement in the position he had rightfully earned. Defendants' Code allows for policy waiver.

50. Despite Plaintiff's efforts to be returned to duty, Defendant HECO refused to address Plaintiff's termination with him, declined to rehire him or allow Plaintiff to re-apply for the position, and rebuffed Plaintiff's requests for ho'oponopono to mediate this confusion.

51. After serving Defendant HECO with distinction for over six months, approximately 1,000 hours, and earning stellar accommodations for his performance, Plaintiff now wavered emotionally on the ledge of his 25th floor balcony forlorn of hope and suffering unbearable shame. Plaintiff questioned why in the Land of Aloha this team of Defendant HECO employees had treated him with such cruelty.

IV. CLAIMS FOR RELIEF.

COUNT I **(Fraud)**

52. Plaintiff realleges and incorporates by reference the allegations contained above as through fully set forth herein.

53. Defendants HEI, HECO and Deer concealed necessary and sufficient drug-free workplace policy from Plaintiff, and Defendants HECO and Deer made false representations to Plaintiff that his use of medical cannabis would not be a problem.

54. Defendant Deer knew of the falsity of her statement, or made her statement without knowledge of its truth or falsity.

55. Defendant Deer made her statement in contemplation of inducing Plaintiff to undergo drug testing on February 14, 2019.

56. Defendant Deer neglected to instruct Plaintiff to discuss his use of medical cannabis or disability with more appropriate employees of Defendant HECO.

57. Plaintiff relied upon Defendant HEI Code and statements of Defendant Deer, as a human resources employee of Defendant HECO, and actually showed up at Straub to be tested.

58. As a result of Plaintiff's reliance on Defendant HEI Code and Defendant Deer's statements, and unaware Defendants HEI and/or HECO had concealed necessary and sufficient drug-free workplace policy from him, Plaintiff was ultimately terminated by Defendant HECO and has been damaged in an amount to be proven at trial.

COUNT II
(Defamation)

59. Plaintiff realleges and incorporates by reference the allegations contained above as through fully set forth herein.

60. Upon information and belief, Defendants HECO and Bucu made the following false and defamatory statements regarding Plaintiff: (1) Plaintiff's positive urine screen violated company's drug-free workplace policy; (2) Plaintiff was a danger to coworkers, the company and general public; (3) Plaintiff's test results indicated that Plaintiff had been intoxicated or impaired in the workplace; and (4) Plaintiff was engaged in illegal activity.

61. As a result of Defendants HECO and Bucu's non-scientific conclusions, these statements harmed Plaintiff's professional reputation, lowered him in the estimation of the community, and caused personal humiliation, mental anguish, and deep emotional pain and suffering.

62. As a result of Defendants HECO and Bucu's actions Plaintiff has been damaged in an amount to be proven at trial.

COUNT III
(Intentional Infliction of Emotional Distress)

63. Plaintiff realleges and incorporates by reference the allegations contained above as through fully set forth herein.

64. Defendants HECO had a duty to comply with provisions of 41 USC 8102: Drug-free workplace requirements for Federal contractors ("41 USC 8102") and HRS § 329-121 et seq. in employment and termination decisions.

65. Defendants HEI and HECO failed to comply with provisions of 41 USC 8102 and HRS § 329-121 et seq. when they concealed necessary and sufficient drug-free workplace policy from Plaintiff and provided false assurances to Plaintiff and/or terminated Plaintiff for his authorized use of medical cannabis.

66. Defendants' actions were intentional and/or reckless.

67. By concealing necessary and sufficient information about Defendants' drug-free workplace policy, providing false assurances of Plaintiff's compliance and official job selection, and/or terminating Plaintiff despite his then legal registration and medical patient participation in the MCRP, Defendants actions were outrageous.

68. As a direct and proximate result of Defendants' actions, Plaintiff suffered severe emotional distress resulting in physical injury and/or mental illness.

69. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in an amount to be proven at trial.

COUNT IV
(Negligent Infliction of Emotional Distress)

70. Plaintiff realleges and incorporates by reference the allegations contained above as through fully set forth herein.

71. Defendants HECO had a duty to comply with provisions of 41 USC 8102 and HRS § 329-121 et seq. in employment and termination decisions.

72. Defendants HEI and HECO failed to comply with provisions of 41 USC 8102 and HRS § 329-121 et seq. when they concealed necessary and sufficient drug-free workplace policy

from Plaintiff and provided false assurances to Plaintiff and/or terminated Plaintiff for his authorized use of medical cannabis.

73. As a direct and proximate result of Defendants' actions, Plaintiff suffered serious emotional distress resulting in physical injury and/or mental illness.

74. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in an amount to be proven at trial.

COUNT V
(Respondeat Superior)

75. Plaintiff realleges and incorporates by reference the allegations contained above as through fully set forth herein.

76. At all times relevant herein, Defendant Deer was an employee and/or agent of Defendant HECO, and was acting within the scope of her employment and/or agency when the tortious behavior described herein occurred.

77. At all times relevant herein, Defendant Buco was an employee and/or agent of Defendant HECO, and was acting within the scope of her employment and/or agency when the tortious behavior described herein occurred.

78. At all times relevant herein, Defendant HECO was a wholly owned subsidiary of Defendant HEI, and was acting within the scope of its agency when the tortious behavior described herein occurred.

79. Defendant HECO is vicariously liable for the actions of Defendants Deer and Buco.

80. Defendant HEI is vicariously liable for the actions of Defendants HECO, Deer, and Buco.

81. As a direct and proximate result of Defendants' actions, Plaintiff has been damaged in an amount to be proven at trial.

COUNT VI
(Negligent Supervision)

82. Plaintiff realleges and incorporates by reference the allegations contained above as through fully set forth herein.

83. Defendants HECO and HEI have a duty to properly supervise its agents, employees, and representatives.

84. Defendants HECO and HEI breached said duty by failing to supervise the activities of Defendant Deer and Defendant Buco in connection with Plaintiff's use of medical cannabis, resulting in Plaintiff's improper termination.

85. As a proximate result of the negligence and/or gross negligence of Defendants HECO and HEI's failure to supervise, Plaintiff has been damaged in an amount to be proven at trial.

COUNT VII
(Negligent Training)

86. Plaintiff realleges and incorporates by reference the allegations contained above as through fully set forth herein.

87. Defendants HECO and HEI have a duty to properly train its agents, employees, and representatives.

88. Defendants HECO and HEI breached said duty by failing to train Defendant Deer

and Defendant Bucu in performing their respective duties, especially in connection with Plaintiff's use of medical cannabis, resulting in Plaintiff's improper termination.

89. As a proximate result of the negligence and/or gross negligence of Defendants HECO and HEI's failure to train, Plaintiff has been damaged in an amount to be proven at trial.

COUNT VIII
(Declaratory Relief)

90. Plaintiff realleges and incorporates by reference the allegations contained above as through fully set forth herein.

91. During all relevant times, Plaintiff was a registered patient participant in the MCRP, using medical cannabis in compliance with the rules and requirements of that program.

92. The medical use of cannabis was legalized by the Hawaii State Legislature under HRS §§ 329-121 through 329-131. In relevant part, HRS § 329-125.5 states as follows:

For the purposes of medical care, including organ transplants, a registered qualifying patient's use of cannabis in compliance with this part shall be considered the equivalent of the use of any other medication under the direction of a physician and shall not constitute the use of an illicit substance or otherwise disqualify a registered qualifying patient from medical care.

93. Medical care under Title 19 of the Hawaii Revised Statutes has been broadly defined as follows: "Medical care' means every type of care, treatment, surgery, hospitalization, attendance, service, and supplies as the nature of the injury or condition requires." HRS § 321-33.

94. Defendant HECO required Plaintiff to undergo drug assessment at Straub Occupational Health Services, and this medical procedure was performed, supervised, analyzed,

and/or interpreted by a licensed medical doctor, who came to the conclusion that the test results showed a positive indication for cannabis.

95. The drug screen performed on Plaintiff falls within the ambit of medical care subject to the provisions of HRS § 329-125.5.

96. Plaintiff's test result showing a positive indication for medical cannabis must be considered the equivalent of the use of any other medication under the direction of a physician and shall not constitute the use of an illicit substance.

97. Defendants have alleged that a positive indication for cannabis constitutes the use of an illicit substance, irrespective of Plaintiff's status as a registered patient participant in the MCRP, and using medical cannabis in compliance with the rules and requirements of that program.

98. Defendant HEI Code, based on 1988 federal language, does not sufficiently support Defendants' alleged policy position relative to the statutory framework at the time Defendant HECO terminated Plaintiff.

99. Accordingly, there is an actual controversy between the parties as to whether a registered qualifying patient's (i.e., Plaintiff) use of cannabis in compliance with HRS § 329-121 et seq., which results in a positive drug test for cannabis, constitutes the use of an illicit substance.

100. Plaintiff seeks a declaration that his use of medical cannabis in compliance with HRS § 329-121 et seq., which resulted in a positive indication for cannabis, did not constitute the use of an illicit substance.

V. PRAYER FOR RELIEF.

WHEREFORE, Plaintiff respectfully requests the following relief:

- A. That judgment be entered against Defendants, jointly and severally, for damages in an amount to be determined at trial, which include but are not limited to compensatory, special, and general damages;
- B. That the Court find and declare that Plaintiff's use of cannabis in compliance with HRS § 329-121 et seq., which resulted in a positive drug test for cannabis, did not constitute the use of an illicit substance.
- C. That the Court award Plaintiff his reasonable attorneys' fees and costs;
- D. That the Court award Plaintiff pre-judgment and post-judgment interest; and
- E. For such further and other relief as this Court deems just and equitable.

DATED: Honolulu, Hawaii, May 21, 2021.

/s/ Scott Goold

JEFFREY SCOTT GOOLD

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

JEFFREY SCOTT GOOLD,	)	CIVIL NO. 1CCV-21-0000216
	)	(Other Civil Action)
Plaintiff,	)	
	)	DEMAND FOR JURY TRIAL
vs.	)	
	)	
HAWAIIAN ELECTRIC COMPANY,	)	
INC.; HAWAIIAN ELECTRIC	)	
INDUSTRIES, INC.; ELIZABETH	)	
DEER; SHANA M. BUCO; JOHN DOES	)	
1-10; JANE DOES 1-10; DOE	)	
CORPORATIONS 1-10; DOE	)	
PARTNERSHIPS 1-10; DOE ENTITIES	)	
1-10; and DOE GOVERNMENTAL	)	
ENTITIES 1-10,	)	
	)	
Defendants.	)	

DEMAND FOR JURY TRIAL

Plaintiff JEFFREY SCOTT GOOLD hereby demands a trial by jury on all issues so triable herein.

DATED: Honolulu, Hawaii, May 21, 2021.

/s/ Scott Goold
JEFFREY SCOTT GOOLD

STATE OF HAWAII CIRCUIT COURT OF THE FIRST CIRCUIT		SUMMONS TO ANSWER CIVIL COMPLAINT	CASE NUMBER 1CCV-21-0000216
PLAINTIFF JEFFREY SCOTT GOOLD		VS.	DEFENDANT(S) HAWAIIAN ELECTRIC COMPANY, INC.; HAWAIIAN ELECTRIC INDUSTRIES, INC.; ELIZABETH DEER; SHANA M. BUCO; JOHN DOES 1-10; JANE DOES 1-10; DOE CORPORATIONS 1-10; DOE PARTNERSHIPS 1-10; DOE ENTITIES 1-10; and DOE GOVERNMENTAL ENTITIES 1-10,
PLAINTIFF'S NAME & ADDRESS, TEL. NO. JEFFREY SCOTT GOOLD [REDACTED] Honolulu, Hawaii 96815 [REDACTED]			
TO THE ABOVE-NAMED DEFENDANT(S) You are hereby summoned and required to file with the court and serve upon JEFFREY SCOTT GOOLD 1778 Ala Moana Blvd, #2520 Honolulu, Hawaii 96815 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.			
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		Effective Date of 28-Oct-2019 Signed by: /s/ Patsy Nakamoto Clerk, 1st Circuit, State of Hawai'i	
		In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office on OAHU- Phone No. 808-539-4400, TTY 808-539-4853, FAX 539-4402, at least ten (10) working days prior to your hearing or appointment date.	

