

MCCORRISTON MILLER MUKAI MACKINNON LLP

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1ST CIRCUIT COURT  
STATE OF HAWAII  
FILED

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E. ALAGAO  
CLERK

Attorney for Defendant  
KAHALA INVESTORS, LLC  
dba KAHALA HOTEL AND RESORT

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

JASON KAWAKAMI, individually and on	)	CIVIL NO. 08-1-2496-12 (GWBC)
behalf of all others similarly situated,	)	(Class Action)
	)	
Plaintiff,	)	DEFENDANT KAHALA HOTEL
	)	INVESTORS, LLC dba KAHALA
vs.	)	HOTEL AND RESORT'S ANSWER TO
	)	COMPLAINT FILED ON DECEMBER
KAHALA HOTEL INVESTORS, LLC, dba	)	3, 2008; CERTIFICATE OF SERVICE
KAHALA HOTEL AND RESORT; and DOE	)	
DEFENDANTS 1-50,	)	
	)	
Defendants.	)	

DEFENDANT KAHALA HOTEL INVESTORS, LLC dba KAHALA HOTEL AND RESORT'S ANSWER TO COMPLAINT FILED ON DECEMBER 3, 2008

COMES NOW Defendant KAHALA HOTEL INVESTORS, LLC dba KAHALA HOTEL AND RESORTS, a Hawaii corporation (collectively, "Defendant") by and through its attorneys, MCCORRISTON MILLER MUKAI MACKINNON, LLP, and for answer to Plaintiff Jason Kawakami's ("Plaintiff") Complaint filed herein on December 3, 2008, states as follows:

### FIRST DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

### SECOND DEFENSE

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint and therefore denies such allegations.
2. Defendant admits the allegations contained in paragraph 2 of the Complaint.
3. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 3 through 7 of the Complaint and therefore denies such allegations.
4. Defendant denies allegations contained in paragraph 8 of the Complaint.
5. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 9 through 11 of the Complaint and therefore denies such allegations.
6. Defendant objects to the allegations contained in paragraphs 12 through 15 of the Complaint on the grounds that the allegations are overly broad, vague and ambiguous. Without waiving these objections, Defendant denies the allegations contained in paragraphs 12 through 15 of the Complaint.
7. Defendant admits the allegations contained in paragraphs 16 and 17 of the Complaint.
8. In response to the allegations contained in paragraph 18 of the Complaint, Defendant admits that it provided the banquet services for Plaintiff's July 14, 2007 wedding reception. As to Exhibit "1", Defendant responds that the document speaks for itself. Defendant

is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 18 of the Complaint and therefore denies such allegations.

9. Defendant objects to the allegations contained in paragraphs 19 through 24 of the Complaint on the grounds that they call for a legal conclusion. Without waiving these objections, Defendant denies the allegations in paragraphs 19 through 24 of the Complaint.

10. Defendant denies the allegations contained in paragraph 25 of the Complaint.

#### THIRD DEFENSE

11. Plaintiff's claims are barred by the applicable statutes of limitations.

#### FOURTH DEFENSE

12. Plaintiff's injuries or damages, if any, were caused in whole or in part, or were contributed to by the negligence of persons or parties not acting under the control of Defendant.

#### FIFTH DEFENSE

13. If Plaintiff were injured and/or damaged as alleged, said injuries and damages were caused and/or contributed to by Plaintiff's own negligence.

#### SIXTH DEFENSE

14. Plaintiff knowingly and voluntarily assumed the risks which caused Plaintiff's injuries and/or damages, if any.

#### SEVENTH DEFENSE

15. Plaintiff has failed to mitigate any damages to which Plaintiff may be, or may appear to be, entitled.

#### EIGHTH DEFENSE

16. Defendant has no duty to Plaintiff.

NINTH DEFENSE

17. Defendant did not violate any statutory or common law duty.

TENTH DEFENSE

18. Plaintiff's claims are barred by the doctrines of waiver, estoppel and laches.

ELEVENTH DEFENSE

19. Plaintiff lacks standing to assert the claims set forth in their Complaint.

TWELFTH DEFENSE

20. Plaintiff's claims are barred by the doctrine of unclean hands.

WHEREFORE, Defendant Kahala Hotel Investors, LLC dba Kahala Hotel and Resorts prays as follows:


A. That the Complaint be dismissed as against Defendant with prejudice and that judgment be entered in its favor;

B. That Defendant be awarded its reasonable attorneys' fees and costs; and

C. That Defendant be awarded such other further relief as

the Court deems appropriate.

DATED: Honolulu, Hawai'i, January 12, 2009.



JOHN Y. YAMANO  
Attorney for Defendant  
KAHALA HOTEL INVESTORS, LLC  
dba KAHALA HOTEL AND RESORT

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JASON KAWAKAMI, individually and on	)	CIVIL NO. 08-1-2496-12 (GWBC)
behalf of all others similarly situated,	)	
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Plaintiff,	)	CERTIFICATE OF SERVICE
	)	
vs.	)	
	)	
KAHALA HOTEL INVESTORS, LLC, dba	)	
KAHALA HOTEL AND RESORT; and DOE	)	
DEFENDANTS 1-50,	)	
	)	
Defendants.	)	

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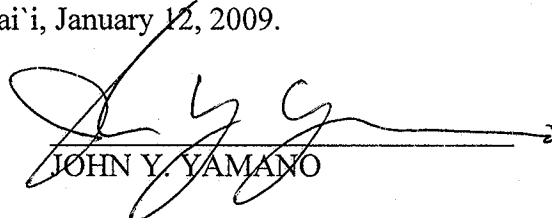
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this date a true and correct copy of the foregoing was duly served by depositing in the United States mail (M) and/or hand delivered (HD) addressed to the following at their last known address:

JOHN F. PERKIN, ESQ. (HD)  
BRANDEE J.K. FARIA, ESQ.  
Perkin & Faria, LLLC  
Davies Pacific Center  
841 Bishop Street, Suite 2000  
Honolulu, Hawaii 96813

**Attorneys for Plaintiffs**

DATED: Honolulu, Hawai'i, January 12, 2009.

  
JOHN Y. YAMANO

Attorney for Defendant  
KAHALA HOTEL INVESTORS, LLC  
dba KAHALA HOTEL AND RESORT