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MARK WENZEL

1ST CIRCUIT COURT
STATE OF HAWAII
FILED

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T. WONG
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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

| | |
|-------------------------------------|-----------------------------------|
| SHARON ABE, ROCK M. SUGINO, SUSAN) | CIVIL NO. 04-1-2092-11 KSSA |
| SUGINO, and ULYSSES GUILLERMO,) | (Class Action) |
|) |) |
| Plaintiffs,) |) |
|) |) |
| vs.) | DEFENDANT MARK WENZEL'S |
|) | ANSWER TO COMPLAINT FILED ON |
|) | NOVEMBER 10, 2004; CERTIFICATE OF |
| INTERLOCK INDUSTRIES, INC., A) | SERVICE |
| HAWAII CORPORATION; IVOR WENZEL;) |) |
| MARK WENZEL;) |) |
|) |) |
| Defendants.) | (No Trial Date Set) |
|) |) |

DEFENDANT MARK WENZEL'S ANSWER
TO COMPLAINT FILED ON NOVEMBER 10, 2004

Defendant MARK WENZEL ("MARK WENZEL"), by and through his attorneys,
Brooks Tom Porter & Quitquit, LLP, answers the allegations contained in the Complaint filed
herein on November 10, 2004 ("Complaint") as follows:

FIRST DEFENSE

1. The Complaint fails to state a claim against Defendant MARK WENZEL upon which relief can be granted.

SECOND DEFENSE

2. In response to the allegations contained in paragraphs 1, 2, 3, 4, 8, 13, 14, 24, 28 and 32 of the Complaint, Defendant MARK WENZEL is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations and on that basis leaves Plaintiffs to their proof.

3. In response to the allegations contained in paragraph 5 of the Complaint, Defendant MARK WENZEL admits that Defendant INTERLOCK INDUSTRIES, INC. was a Hawaii corporation with its place of business in the City and County of Honolulu, at 3060-C Ualena Street; the remaining allegations contained in paragraph 5 of the Complaint are vague and ambiguous by virtue of the use of the words "roof contracting" as to make it impossible for Defendant MARK WENZEL to respond and therefore, leaves Plaintiffs to their proof.

4. In response to the allegations contained in paragraph 15, 34, 35, 38, 39, 40 and 43 of the Complaint, Defendant MARK WENZEL states that the statute referred to therein speaks for itself; Defendant MARK WENZEL is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in said paragraphs and on that basis leaves Plaintiffs to their proof.

5. In response to the allegations contained in paragraphs 23, 27, and 31 of the Complaint, Defendant MARK WENZEL states that the statute referred to therein speaks for itself.

6. In response to the allegations contained in paragraphs 17, 18, 36 and 37 of the Complaint, Defendant MARK WENZEL states that the statute referred to therein speaks for itself and denies the remaining allegations contained in said paragraphs of the Complaint as they pertain to Defendant MARK WENZEL.

7. In response to the allegations contained in paragraph 12 of the Complaint, Defendant MARK WENZEL is without knowledge or information sufficient to form a belief as to the truth or falsity as to whether Plaintiffs' claims are typical of the claims of the members of the Class; Defendant MARK WENZEL denies the remainder of paragraph 12 of the Complaint as they pertain to Defendant MARK WENZEL.

8. The allegations contained in paragraph 16 of the Complaint are vague and ambiguous by virtue of the use of the words "occurred in trade or commerce", as to make it impossible for Defendant MARK WENZEL to respond and therefore, leaves Plaintiffs to their proof.

9. The allegations contained in paragraphs 4 and 10 of the Complaint are in the nature of legal conclusions or other matter as to which no responsive pleading is required or appropriate, other than to deny said allegations.

10. In response to the allegations contained in paragraphs 21, 22, 25, 26, 29, 30 and 42 of the Complaint, Defendant MARK WENZEL states that the document referred to therein speaks for itself; Defendant MARK WENZEL is without knowledge sufficient to form a belief as to the truth or falsity of the remaining allegations contained said paragraphs of the Complaint, and on that basis denies the same.

11. In response to paragraph 6, Defendant MARK WENZEL admits that Defendant

IVOR WENZEL was Defendant INTERLOCK's president and director; and he is a resident of British Columbia, Canada. Furthermore, IVOR WENZEL was the initial incorporator of INTERLOCK, and "during some periods between 1997-2001", IVOR WENZEL stayed in Hawaii in a condominium where title was held by his wife. Defendant MARK WENZEL also admits that he is IVOR WENZEL's son, but denies all remaining allegations of this paragraph of the Complaint.

12. In response to paragraph 7 of the Complaint, Defendant MARK WENZEL admits that he is a resident of British Columbia, Canada. Defendant MARK WENZEL also admits that "[d]uring sometime in the period 1997-2001, [he] was a Co-Responsible Managing Employee ("RME") of INTERLOCK", and was at times present in the State of Hawaii. However, Defendant MARK WENZEL denies the remaining allegations of this paragraph of the Complaint.

13. In response to paragraph 20 of the Complaint, Defendant MARK WENZEL admits that in or about 1997 through 2000 INTERLOCK had a Hawaii general contractor's license, and that this document speaks for itself.

14. In response to paragraph 33 of the Complaint, Defendant MARK WENZEL admits that in or about October 2001, INTERLOCK began the process of closing its office, including laying off its employees. However, Defendant MARK WENZEL denies the remaining allegations of this paragraph of the Complaint.

15. In response to the allegations contained in paragraph 11 of the Complaint, Defendant MARK WENZEL states that the documents referred to therein speak for themselves; that INTERLOCK did contract with individuals in the State of Hawaii to roof homes and

structures during the period of 1997 through 2001; however, Defendant MARK WENZEL is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in said paragraph and on that basis leaves Plaintiffs to their proof.

16. In response to paragraphs 9, 19 and 41 of the Complaint, Defendant MARK WENZEL hereby incorporates his responses to paragraphs 1 through 15 of this Answer as if alleged in this paragraph.

17. Defendant MARK WENZEL denies any allegation of the Complaint not otherwise specifically responded to herein.

THIRD DEFENSE

18. Defendant MARK WENZEL intends to rely on the equitable doctrines of estoppel, laches, and waiver.

FOURTH DEFENSE

19. Plaintiffs' claims are barred in whole or in part by the absence of damages sustained by Plaintiffs, and/or their failure to mitigate damages.

FIFTH DEFENSE

20. Defendant MARK WENZEL intends to rely on the defense of insufficiency of process.

SIXTH DEFENSE

21. Defendant MARK WENZEL intends to rely on the affirmative defenses of knowledge, acquiescence and consent.

SEVENTH DEFENSE

22. Defendant MARK WENZEL intends to rely on the defense of insufficiency of service of process.

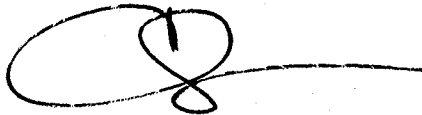
EIGHTH DEFENSE

23. Defendant MARK WENZEL intends to rely upon any other defenses including but not limited to affirmative defenses, set forth in Rules 8(c), 9, 12(b) and 12(h) of the Hawaii Rules of Civil Procedure, or as provided by law or statute, which may apply, and which are not alleged in this Answer to the Complaint. Defendant MARK WENZEL also intends to seek leave to amend this Answer to allege any defenses of which he becomes aware during the course of discovery or trial of such defenses.

WHEREFORE, Defendant MARK WENZEL prays that:

- a. The Complaint be dismissed with prejudice as to Defendant MARK WENZEL;
- b. Defendant MARK WENZEL be awarded his costs, expenses and reasonable attorneys' fees; and
- c. Defendant MARK WENZEL be awarded such other and further relief as the Court deems just and equitable.

DATED: Honolulu, Hawaii, January 12, 2005.



CHRISTIAN P. PORTER
DONNA H. YAMAMOTO
Attorneys for Defendant
MARK WENZEL

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

SHARON ABE, ROCK M. SUGINO, SUSAN) CIVIL NO. 04-1-2092-11 KSSA
SUGINO, and ULYSSES GUILLERMO,) (Class Action)

Plaintiffs,)

vs.)

INTERLOCK INDUSTRIES, INC., A)
HAWAII CORPORATION; IVOR WENZEL;)
MARK WENZEL;)

Defendants.)

CERTIFICATE OF SERVICE

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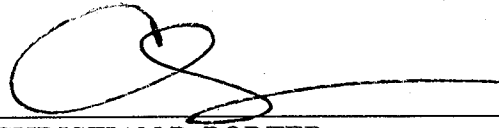
I HEREBY CERTIFY that a copy of the foregoing document was served upon the following person(s) via U.S. Mail, postage prepaid, at the address set forth below:

JOHN F. PERKIN, ESQ.
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1050 Auloa Road
Kailua, Hawaii 96734
Attorneys for Plaintiffs

Dated: Honolulu, Hawaii, January 12, 2005.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

CHRISTIAN P. PORTER
DAVID W.H. CHEE
DONNA H. YAMAMOTO
Attorneys for Defendant
MARK WENZEL