

LYLE S. HOSODA & ASSOCIATES, LLC

LYLE S. HOSODA 3964-0
RAINA P.B. MEAD 7329-0
CHRISTOPHER T. CHUN 7951-0
345 Queen Street, Suite 804
Honolulu, Hawaii 96813
Phone: (808) 524-3700
Facsimile: (808) 524-3838

1ST CIRCUIT COURT
STATE OF HAWAII
FILED
2005 FEB 14 PM 3:56
M. LIVICA
CLERK

Attorneys for Defendants
INTERLOCK INDUSTRIES, INC., a
Hawaii corporation and IVOR WENZEL

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

SHARON ABE, ROCK M. SUGINO,)	CIVIL NO. 04-1-2092-11 (KSSA)
SUSAN SUGINO, and ULYSSES)	(Class Action)
GUILLERMO,)	
)	DEFENDANTS INTERLOCK INDUSTRIES,
Plaintiffs,)	INC., a Hawaii corporation AND IVOR
)	WENZEL'S ANSWER TO COMPLAINT;
vs.)	CERTIFICATE OF SERVICE
)	
INTERLOCK INDUSTRIES, INC., a Hawaii)	
corporation; IVOR WENZEL; MARK)	
WENZEL; JOHN AND JANE DOES 1-20;)	
DOE BUSINESS ENTITIES 1-10,)	
)	
Defendants.)	
)	

DEFENDANT INTERLOCK INDUSTRIES, INC.,
a Hawaii Corporation AND IVOR WENZEL'S ANSWER TO COMPLAINT

Defendants INTERLOCK INDUSTRIES, a Hawaii corporation ("INTERLOCK")
and IVOR WENZEL ("IVOR") (collectively "Defendants"), by and through their attorneys,
LYLE S. HOSODA & ASSOCIATES, LLC, hereby submit their answer to Plaintiffs SHARON

ABE, ROCK M. SUGINO, SUSAN SUGINO, and ULYSSES GUILLERMO's ("Plaintiffs")

Complaint filed on November 10, 2004 ("Complaint"), as follows:

FIRST DEFENSE

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

SECOND DEFENSE

2. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 1, 2, 3, 4, 8, 12, 13, 14, 15, 16, 21, 22, 24, 25, 26, 28, 29, 30, 32, 38, 39, 40, and, 42, and therefore, deny the same.

3. In response to paragraph 5, Defendants admit that INTERLOCK was a Hawaii corporation with its place of business in the City and County of Honolulu, at 3060-C Ualena Street; the remaining allegations are vague and ambiguous, and therefore Defendants deny the same.

4. In response to paragraph 6, Defendants admit that IVOR is a resident of British Columbia, Canada, was the initial incorporator of INTERLOCK, was the president and executive director of the same, periodically throughout 1997-2001 lived in Hawaii in a condominium owned by his wife, and that MARK WENZEL is his son; and denies the remaining allegations.

5. In response to paragraph 7, Defendants admit that MARK WENZEL is a resident of British Columbia, Canada, during various times during 1997-2001, MARK WENZEL was the Co-Responsible Managing Employee of INTERLOCK, and was at times physically present in Hawaii, and denies the remaining allegations.

6. In response to paragraphs 9, 10, 11, 17, 18, 19, 34, 35, 36, 37, 41, and 43, Defendants deny the allegations.

7. In response to paragraph 20, Defendants admit that from 1997-2000, INTERLOCK had a Hawaii general contractor's license, that this document speaks for itself, and deny the remaining allegations.

8. In response to paragraphs 23, 27, and 31, Defendants state that the statute referred to therein speaks for itself, and deny the remaining allegations.

9. In response to paragraph 33, Defendants admit that in October 2001, INTERLOCK began to lay off its employees and close its Honolulu office, and denies the remaining allegations.

10. Defendants deny each and every allegation set forth in the Complaint not herein specifically answered.

THIRD DEFENSE

11. Plaintiffs are barred from maintaining this action against Defendants based upon the applicable statute of limitations and/or statute of repose.

FOURTH DEFENSE

12. Plaintiffs failed to join parties indispensable under Rule 19, of the Hawaii Rules of Civil Procedure.

FIFTH DEFENSE

13. Plaintiffs are barred from maintaining this action against Defendants by the absence of damages sustained by Plaintiffs, and/or their failure to mitigate their damages.

SIXTH DEFENSE

14. Plaintiffs are barred from maintaining this action against Defendants by reason of their own negligence or other wrongful conduct.

SEVENTH DEFENSE

15. Plaintiffs' recovery, if any, should be reduced in accordance with Hawaii Revised Statutes, Section ("HRS §") 663-31.

EIGHTH DEFENSE

16. Defendants give notice that they intend to rely upon the economic loss doctrine.

NINTH DEFENSE

17. If Plaintiffs sustained any of the injuries and damages alleged, such injuries and damages were proximately caused by persons or entities over which Defendants had no control. Defendants did not proximately cause Plaintiffs' alleged injuries.

TENTH DEFENSE

18. The Complaint is further barred by the following affirmative defenses: knowledge; acquiescence; consent; collateral estoppel; release; waiver; statute of frauds; res judicata; lack of privity; accord and satisfaction; estoppel; waiver and laches; payment and release; parole evidence rule and failure to properly register warranty.

ELEVENTH DEFENSE

19. Defendants give notice that they have no duty, accordingly are not liable for any damages to Plaintiffs that may have resulted from any acts committed by others that may have given rise to the alleged damages suffered by Plaintiffs.

TWELFTH DEFENSE

20. No joint and several liability pursuant to HRS § 663-10.9.

THIRTEENTH DEFENSE

21. Defendants intend to rely upon the affirmative defense that Defendants' liability is contractually limited.

FOURTEENTH DEFENSE

22. Defendants intend to rely upon the defense of insufficiency of process and/or service of process.

FIFTEENTH DEFENSE

23. Defendants affirmatively deny their fault in any way with respect to claims alleged in and issues raised in the Complaint and, therefore, they are not liable to Plaintiffs for any damages prayed for in the Complaint. Defendants hereby give notice that they intend to rely upon any other matter constituting an avoidance or affirmative defense as set forth in Rules 8(c), 9, and 12 of the Hawaii Rules of Civil Procedure and they will seek leave to amend this Answer to include and allege those defenses during the course of discovery or trial of this action.

SIXTEENTH DEFENSE

24. Plaintiffs have failed to exhaust all administrative remedies as a condition precedent to filing suit.

WHEREFORE, Defendants pray that:

A. This Court dismiss Plaintiffs' Complaint with prejudice;

B. This Court award Defendants attorneys' fees, costs, and expenses,

pursuant to HRS, including but not limited to HRS §607-14.5;

C. This Court award such other and further relief as it deems just and equitable.

DATED: Honolulu, Hawaii, FEB 14 2005.



LYLE S. HOSODA
RAINA P.B. MEAD
CHRISTOPHER T. CHUN

Attorneys for Defendants
INTERLOCK INDUSTRIES, INC., a
Hawaii corporation and IVOR WENZEL

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

SHARON ABE, ROCK M. SUGINO,)	CIVIL NO. 04-1-2092-11 (KSSA)
SUSAN SUGINO, and ULYSSES)	(Class Action)
GUILLERMO,)	
)	CERTIFICATE OF SERVICE
Plaintiffs,)	
)	
vs.)	
)	
INTERLOCK INDUSTRIES, INC., a Hawaii)	
corporation; IVOR WENZEL; MARK)	
WENZEL; JOHN AND JANE DOES 1-20;)	
DOE BUSINESS ENTITIES 1-10,)	
)	
Defendants.)	
_____)	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date noted below, a true and correct copy of the foregoing was duly served on the following at their last known address:

JOHN F. PERKIN, ESQ. (VIA HAND DELIVERY)
BRANDEE J.K. FARIA, ESQ.
Davies Pacific Center, Suite 2000
841 Bishop Street
Honolulu, Hawaii 96813

JAMES J. BICKERTON, ESQ. (VIA HAND DELIVERY)
Bickerton Saunders Dang & Sullivan
Topa Financial Center
745 Fort Street, Suite 801
Honolulu, Hawaii 96813

GEORGE W. ASHFORD, JR., ESQ. (VIA U.S. MAIL)
Ashford & Associates
1050 Auloa Road
Kailua, Hawaii 96734

Attorneys for Plaintiffs

CHRISTIAN PORTER
Brooks Tom Porter & Quitiquit, LLC
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

(VIA HAND DELIVERY)

Attorneys for Defendant
MARK WENZEL

DATED: Honolulu, Hawaii, FEB 14 2005



LYLE S. HOSODA
RAINA P.B. MEAD
CHRISTOPHER T. CHUN

Attorneys for Defendant
INTERLOCK INDUSTRIES, INC., a
Hawaii corporation and IVOR WENZEL