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DEC 30 2013

BY: *MR*

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CLERK

Attorneys for Defendant  
TURTLE BAY RESORT, LLC

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

KEEP THE NORTH SHORE COUNTRY, a )	CIVIL NO. 13-1-3143-12 RAN
Hawai'i non-profit corporation, and )	(Declaratory Judgment)
SIERRA CLUB HAWAII CHAPTER, a )	
foreign non-profit corporation, )	DEFENDANT TURTLE BAY RESORT,
)	LLC'S ANSWER TO FIRST AMENDED
Plaintiffs, )	COMPLAINT FOR DECLARATORY
)	AND INJUNCTIVE RELIEF FILED
vs. )	DECEMBER 23, 2013; CERTIFICATE
)	OF SERVICE
CITY AND COUNTY OF HONOLULU, a )	
Hawai'i municipal corporation; )	
GEORGE I. ATTA, FAICP in his official )	
capacity as the Director of the City and )	
County of Honolulu's Department of )	
Planning and Permitting; TURTLE BAY )	
RESORT, LLC, a Delaware limited liability )	
company; JOHN DOES 1-10; JANE DOES )	
1-10; DOE CORPORATIONS 1-10; DOE )	
ENTITIES 1-10; and DOE )	
GOVERNMENTAL UNITS 1-10, )	
)	
Defendants. )	
)	

DEFENDANT TURTLE BAY RESORT, LLC'S  
ANSWER TO FIRST AMENDED COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE RELIEF FILED DECEMBER 23, 2013

Defendant Turtle Bay Resort, LLC ("TBR"), by and through its counsel, McCorriston Miller Mukai MacKinnon LLP, hereby submits the following as its Answer to the First Amended Complaint for Declaratory and Injunctive Relief, filed on December 23, 2013 ("First Amended Complaint"):

**FIRST DEFENSE:**

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

**SECOND DEFENSE:**

2. TBR admits the allegations contained in Paragraphs 47, 59, 63 and 64 of the First Amended Complaint.

3. TBR is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 5, 19, 20, 21, 22, 24, 25, 26, 30 and 31 of the First Amended Complaint, and thus, those allegations are denied.

4. TBR denies the allegations contained in Paragraphs 1, 11, 12, 13, 14, 15, 17, 18, 53, 55, 78, 79, 80, 88, 91 and 92 (including all subparts) of the First Amended Complaint.

5. In response to Paragraph 2 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 2 of the First Amended Complaint and on that basis, denies them.

6. In response to Paragraph 3 of the First Amended Complaint, TBR states that since 1985, 9 condominium units and many other significant improvements, including but not limited to a golf course, wastewater treatment plant, potable water well development and the expansion of Kuilima Drive, have been constructed and/or completed as part of the entitlements and related permits and agreements. TBR denies all remaining allegations in Paragraph 3 of the First Amended Complaint.

7. In response to Paragraph 4 of the First Amended Complaint, TBR states that in the 20 years following 1985, there have been changes to the environmental setting surrounding what has become known as the Turtle Bay Resort. TBR is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 4 of the First Amended Complaint and on that basis, denies them.

8. In response to Paragraph 6 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 6 of the First Amended Complaint and on that basis, denies them.

9. In response to Paragraph 7 of the First Amended Complaint, TBR states that in or around February 2010, TBR became the owner of the Turtle Bay Resort. TBR denies all remaining allegations in Paragraph 7 of the First Amended Complaint.

10. In response to Paragraph 8 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the

allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 8 of the First Amended Complaint.

11. In response to Paragraph 9 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves. TBR also states that its market analyst/consultant concluded that, at the time of its study, the Full Build-Out Alternative of the Resort envisioned in 1985 was not a financially viable scenario due to changes in market conditions. TBR denies all remaining allegations in Paragraph 9 of the First Amended Complaint.

12. In response to Paragraph 10 of the First Amended Complaint, TBR admits that on November 23, 2012, notice of TBR's Draft Supplemental Environmental Impact Statement ("SEIS") was published in the State of Hawaii, Office of Environmental Quality Control's ("OEQC") publication, "The Environmental Notice." TBR also admits that on October 23, 2013, OEQC's "The Environmental Notice" published that DPP accepted the Final SEIS. TBR states that Plaintiff Keep the North Shore Country ("KNSC") sent a letter dated January 7, 2013 to TBR, the Director of OEQC and the Acting Director of the Department of Planning and Permitting ("DPP"), which document speaks for itself. TBR also states that Plaintiff Sierra Club, Hawai'i Chapter ("Sierra Club"), sent a letter dated January 7, 2013 to Lee Sichter, OEQC, DPP and TBR, which document speaks for itself. TBR further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations in Paragraph 10 of the First Amended Complaint.

13. In response to Paragraph 16 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves and further states that the allegations call for a legal conclusion and, as such, denies the allegations contained in Paragraph 16 of the Amended Complaint. TBR denies all remaining allegations in Paragraph 16 of the First Amended Complaint.

14. In response to Paragraph 23 of the First Amended Complaint, TBR admits that it is a Delaware limited liability company formed under the laws of the State of Delaware. TBR denies all remaining allegations in Paragraph 23 of the First Amended Complaint.

15. In response to Paragraph 27 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 27 of the First Amended Complaint and on that basis, denies them.

16. In response to Paragraph 28 of the First Amended Complaint, TBR states that since 1985, 9 condominium units and many other significant improvements, including but not limited to a golf course, wastewater treatment plant, potable water well development and the expansion of Kuilima Drive, have been constructed and/or completed as part of the entitlements and related permits and agreements. TBR denies all remaining allegations in Paragraph 28 of the First Amended Complaint.

17. In response to Paragraph 29 of the First Amended Complaint, TBR states that in the 20 years following 1985, there have been changes to the environmental setting surrounding what has become known as the Turtle Bay Resort. TBR is without

knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 29 of the First Amended Complaint and on that basis, denies them.

18. In response to Paragraph 32 of the First Amended Complaint, TBR states that Plaintiffs were two of many parties consulted as part of TBR's community outreach program with respect to the SEIS. TBR further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 32 of the First Amended Complaint. TBR is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 32 of the First Amended Complaint and on that basis, denies them.

19. In response to Paragraph 33 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 33 of the First Amended Complaint and on that basis, denies them.

20. In response to Paragraph 34 of the First Amended Complaint, TBR states that its sole member is Turtle Bay Holdings, LLC and that in or around February 2010, TBR became the owner of the Turtle Bay Resort. TBR denies that it was formed for the short-term purpose of owning, operating and selling the Turtle Bay Resort. TBR further states that TBR acquired some but not all of Kuilima Resort Company's interests in the Turtle Bay Resort. TBR is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 34 of the First Amended Complaint and on that basis, denies them.

21. In response to Paragraph 35 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 35 of the First Amended Complaint.

22. In response to Paragraph 36 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR also states that its market analyst/consultant concluded that, at the time of its study, the Full Build-Out Alternative of the Resort envisioned in 1985 was not a financially viable scenario due to changes in market conditions. TBR denies all remaining allegations in Paragraph 36 of the First Amended Complaint.

23. In response to Paragraph 37 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR denies all remaining allegations in Paragraph 37 of the First Amended Complaint.

24. In response to Paragraph 38 of the First Amended Complaint, TBR states that the Proposed Action includes two new full-service hotels, which may be operated as time-share, condominium-hotel or traditional service hotels, with a combined total of 625 Hotel Units, of which up to 375 may have a lock-off feature. TBR also states that the Hotel Units with a lock-off feature may be rented or occupied separately. TBR further states that in no case will the number of keys exceed 1,000. TBR denies all remaining allegations in Paragraph 38 of the First Amended Complaint.

25. In response to Paragraph 39 of the First Amended Complaint, TBR states that the Proposed Action includes 590 new Resort Residential Units, consisting of a

combination of multi-family and single-family units. TBR denies all remaining allegations in Paragraph 39 of the First Amended Complaint.

26. In response to Paragraph 40 of the First Amended Complaint, TBR states that the Proposed Action includes a less than 40,000 square foot commercial shopping center and entertainment venue. TBR denies all remaining allegations in Paragraph 40 of the First Amended Complaint.

27. In response to Paragraph 41 of the First Amended Complaint, TBR states that the Proposed Action includes the reconfiguration of the existing 18-hole Fazio Golf Course to a nine-hole arrangement. TBR denies all remaining allegations in Paragraph 41 of the First Amended Complaint.

28. In response to Paragraph 42 of the First Amended Complaint, TBR states that a new golf clubhouse is proposed as part of the Proposed Action. TBR denies all remaining allegations in Paragraph 42 of the First Amended Complaint.

29. In response to Paragraph 43 of the First Amended Complaint, TBR states that as part of the Proposed Action, the existing stables will be relocated and there will be a new stables facility. TBR denies all remaining allegations in Paragraph 43 of the First Amended Complaint.

30. In response to Paragraph 44 of the First Amended Complaint, TBR states that the Proposed Action includes the construction of a new access road, Kaihalulu Drive (working name only), as an internal roadway. TBR denies all remaining allegations in Paragraph 44 of the First Amended Complaint.



31. In response to Paragraph 45 of the First Amended Complaint, TBR states that the Proposed Action includes up to a maximum of 160 Community Housing Units to provide affordable housing. TBR denies all remaining allegations in Paragraph 45 of the First Amended Complaint.

32. In response to Paragraph 46 of the First Amended Complaint, TBR states that the Proposed Action includes the construction of public improvements, including 5 public parks, 12 public shoreline access ways, shoreline paths and public parking, and the preservation of the 100-acre Punaho'olapa Marsh. TBR denies all remaining allegations in Paragraph 46 of the First Amended Complaint.

33. In response to Paragraph 48 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves. TBR denies all remaining allegations in Paragraph 48 of the First Amended Complaint.

34. In response to Paragraph 49 of the First Amended Complaint, TBR states that the Proposed Action represents an over 60% reduction from the unit density allowed under current land use entitlements. TBR further states that its market analyst/consultant concluded that, at the time of its study, the Full Build-Out Alternative of the Resort envisioned in 1985 was not a financially viable scenario due to changes in market conditions. TBR also states that the documents referenced therein speak for themselves and that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 49 of the First Amended Complaint. TBR denies all remaining allegations in Paragraph 49 of the First Amended Complaint.

35. In response to Paragraph 50 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 50 of the First Amended Complaint.

36. In response to Paragraph 51 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR denies all remaining allegations in Paragraph 51 of the First Amended Complaint.

37. In response to Paragraph 52 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR denies all remaining allegations in Paragraph 52 of the First Amended Complaint.

38. In response to Paragraph 54 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves. TBR denies all remaining allegations in Paragraph 54 of the First Amended Complaint.

39. In response to Paragraph 56, of the First Amended Complaint, TBR states that KNSC sent a letter dated January 7, 2013 to TBR, the Director of OEQC and the Acting Director of DPP, which document speaks for itself. TBR also states that Sierra Club sent a letter dated January 7, 2013 to Lee Sichter, OEQC, DPP and TBR, which document speaks for itself. TBR denies all remaining allegations in Paragraph 56 of the First Amended Complaint.

40. In response to Paragraph 57 of the First Amended Complaint, TBR states that on September 8, 2013, OEQC's "The Environmental Notice" published that TBR

submitted the Final SEIS. TBR denies all remaining allegations in Paragraph 57 of the First Amended Complaint.

41. In response to Paragraph 58 of the First Amended Complaint, TBR states that George Atta, Director of DPP, notified Genevieve Salmonson, Director of OEQC, of DPP's acceptance of the Final SEIS via letter dated October 3, 2013, which document speaks for itself.

42. In response to Paragraph 60 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves. TBR denies all remaining allegations in Paragraph 60 of the First Amended Complaint.

43. In response to Paragraph 61 of the First Amended Complaint, TBR states that Lee Sichter LLC, in response to KNSC's letter dated January 7, 2013, sent KNSC a letter dated June 25, 2013, which document speaks for itself. TBR also states that Lee Sichter LLC, in response to Sierra Club's letter dated January 7, 2013, sent Sierra Club a letter dated June 19, 2013, which document speaks for itself. TBR denies all remaining allegations in Paragraph 61 of the First Amended Complaint.

44. In response to Paragraph 62 of the First Amended Complaint, TBR states that a new section entitled "B.4. No Action Alternative," as well as additional discussion addressing the No Action Alternative, was included in the Final SEIS, which document speaks for itself. TBR denies all remaining allegations in Paragraph 62 of the First Amended Complaint.

45. In response to Paragraph 65 of the First Amended Complaint, TBR states that the Final SEIS included a revised Table 4-4 entitled "Comparative Evaluation of

Alternatives to SEIS Key Objectives (Qualitative) (revised),” which document speaks for itself. TBR denies all remaining allegations in Paragraph 65 of the First Amended Complaint.

46. In response to Paragraph 66 of the First Amended Complaint, TBR states that the Final SEIS included a revised Table 4-5 entitled “Comparison of Environmental Effects Among Alternatives (revised),” which document speaks for itself. TBR denies all remaining allegations in Paragraph 66 of the First Amended Complaint.

47. In response to Paragraph 67 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself. TBR denies all remaining allegations in Paragraph 67 of the First Amended Complaint.

48. In response to Paragraph 68 of the First Amended Complaint, TBR states that the Proposed Action represents an over 60% reduction from the unit density allowed under current land use entitlements. TBR further states that its market analyst/consultant concluded that, as of the date of its study, the Full Build-Out Alternative of the Resort envisioned in 1985 was not a financially viable scenario due to changes in market conditions. TBR also states that the documents referenced therein speak for themselves and that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 68 of the First Amended Complaint. TBR denies all remaining allegations in Paragraph 68 of the First Amended Complaint.

49. In response to Paragraph 69 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves. TBR denies all remaining allegations in Paragraph 69 of the First Amended Complaint.

50. In response to Paragraph 70 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves. TBR denies all remaining allegations in Paragraph 70 of the First Amended Complaint.

51. In response to Paragraph 71 of the First Amended Complaint, TBR repeats and realleges its responses to Paragraphs 1-70 of the First Amended Complaint.

52. In response to Paragraph 72 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 72 of the First Amended Complaint.

53. In response to Paragraph 73 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 73 of the First Amended Complaint.

54. In response to Paragraph 74 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 74 of the First Amended Complaint.

55. In response to Paragraph 75 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 75 of the First Amended Complaint.

56. In response to Paragraph 76 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 76 of the First Amended Complaint.

57. In response to Paragraph 77 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 77 of the First Amended Complaint.

58. In response to Paragraph 81 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 81 of the First Amended Complaint.

59. In response to Paragraph 82 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 82 of the First Amended Complaint.

60. In response to Paragraph 83 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 83 of the First Amended Complaint.

61. In response to Paragraph 84 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves and further states that the

allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 84 of the First Amended Complaint. TBR denies all remaining allegations in Paragraph 84 of the First Amended Complaint.

62. In response to Paragraph 85 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 85 of the First Amended Complaint.

63. In response to Paragraph 86 of the First Amended Complaint, TBR states that the Proposed Action represents an over 60% reduction from the unit density allowed under current land use entitlements. TBR further states that its market analyst/consultant concluded that, at the time of its study, the Full Build-Out Alternative of the Resort envisioned in 1985 was not a financially viable scenario due to changes in market conditions. TBR also states that the documents referenced therein speak for themselves and that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 86 of the First Amended Complaint. TBR denies all remaining allegations in Paragraph 86 of the First Amended Complaint.

64. In response to Paragraph 87 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 87 of the First Amended Complaint.

65. In response to Paragraph 89 of the First Amended Complaint, TBR states that the document referenced therein speaks for itself and further states that the

allegations call for a legal conclusion and, as such, TBR denies the allegations contained in Paragraph 89 of the First Amended Complaint.

66. In response to Paragraph 90 of the First Amended Complaint, TBR states that the documents referenced therein speak for themselves. TBR denies all remaining allegations in Paragraph 90 of the First Amended Complaint.

67. TBR denies the allegations contained in the "Prayer for Relief," including subparts, following Paragraph 92 of the First Amended Complaint. Further answering, TBR denies that Plaintiffs are entitled to any relief sought.

68. All allegations, statements, or comments, as set forth in headings, parentheticals or any unnumbered paragraphs of the First Amended Complaint, are denied.

69. Each and every other allegation not heretofore specifically answered is denied.

**THIRD DEFENSE:**

70. Plaintiffs' claims against TBR are barred by the applicable statute of limitations.

**FOURTH DEFENSE:**

71. Plaintiffs lack standing to assert the claims in their First Amended Complaint.

**FIFTH DEFENSE:**

72. Plaintiffs' claims are barred by lack of subject matter jurisdiction.



**SIXTH DEFENSE:**

73. Plaintiffs' First Amended Complaint fails to present a justiciable controversy between Plaintiffs and TBR.

**SEVENTH DEFENSE:**

74. TBR has acted in good faith.

**EIGHTH DEFENSE:**

75. TBR is not in violation of federal and/or state law.

**NINTH DEFENSE:**

76. TBR did not violate any statutory or common law duty.

**TENTH DEFENSE:**

77. TBR has complied with all applicable administrative rules, ordinances and statutes.

**ELEVENTH DEFENSE:**

78. TBR was privileged to take the actions upon which Plaintiffs' First Amended Complaint is based.

**TWELFTH DEFENSE:**

79. Plaintiffs' claims are barred in whole or in part by the defense of lack of duty.

**THIRTEENTH DEFENSE:**

80. Plaintiffs' claims against TBR fail in whole or in part due to the conduct of Plaintiffs, their respective agents and/or other parties or persons over whom TBR has no control, responsibility, or liability.

**FOURTEENTH DEFENSE:**

81. Plaintiffs have failed to exhaust their administrative remedies.

**FIFTEENTH DEFENSE:**

82. Plaintiffs' claims are barred in whole or in part by the doctrines of laches, waiver, and/or estoppel.

**SIXTEENTH DEFENSE:**

83. Plaintiffs should be denied any equitable relief or remedies herein based upon the doctrines of good faith, fair dealing, and/or unclean hands.

**SEVENTEENTH DEFENSE:**

84. Plaintiffs are not entitled to injunctive relief because Plaintiffs have not or will not suffer irreparable harm or other injury.

**EIGHTEENTH DEFENSE:**

85. Plaintiffs failed to mitigate their damages, if any.

**NINETEENTH DEFENSE:**

86. Plaintiffs' First Amended Complaint is a strategic lawsuit against public participation ("SLAPP"), Chapter 634F of the Hawai'i Revised Statutes.

**TWENTIETH DEFENSE:**

87. TBR intends to rely on the defense of unconstitutional taking without just compensation.

**TWENTY-FIRST DEFENSE:**

88. TBR intends to rely on the defenses of equitable estoppel and/or vested rights.

**TWENTY-SECOND DEFENSE:**

89. TBR gives notice that it intends to rely upon any other matter constituting an avoidance or affirmative defense as set forth in Rule 8(c) of the Hawai'i Rules of Civil Procedure, and that it intends to seek leave to amend its answer to allege those defenses of which it may become aware during the course of discovery or trial of this action.

WHEREFORE, TBR prays:

- A. That the First Amended Complaint against it be dismissed and that judgment be entered in its favor;
- B. That it be awarded its reasonable attorneys' fees and costs; and
- C. That it be awarded such other and further relief as the Court deems just and appropriate under the circumstances.

DATED: Honolulu, Hawai'i, DEC 27 2013.



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LAURA S. LUCAS  
JORDON J. KIMURA

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI'I

KEEP THE NORTH SHORE COUNTRY, a	)	CIVIL NO. 13-1-3143-12 RAN
Hawai'i non-profit corporation, and	)	(Declaratory Judgment)
SIERRA CLUB HAWAI'I CHAPTER, a	)	
foreign non-profit corporation,	)	CERTIFICATE OF SERVICE
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
CITY AND COUNTY OF HONOLULU, a	)	
Hawai'i municipal corporation;	)	
GEORGE I. ATTA, FAICP in his official	)	
capacity as the Director of the City and	)	
County of Honolulu's Department of	)	
Planning and Permitting; TURTLE BAY	)	
RESORT, LLC, a Delaware limited liability	)	
company; JOHN DOES 1-10; JANE DOES	)	
1-10; DOE CORPORATIONS 1-10; DOE	)	
ENTITIES 1-10; and DOE	)	
GOVERNMENTAL UNITS 1-10,	)	
	)	
Defendants.	)	
_____	)	

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing document was duly served upon the following parties as indicated below by hand delivering (HD) or by mailing (M) said copy, postage prepaid, first class in a United States post office in Honolulu, Hawai'i, on DEC 27 2013, addressed as set forth below:

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CITY AND COUNTY OF HONOLULU and  
GEORGE I. ATTA, FAICP in his official Capacity as the  
Director of the City and County of Honolulu's  
Department of Planning and Permitting

DATED: Honolulu, Hawai'i, DEC 27 2013



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