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Attorneys for Defendants
D.R. HORTON, INC. and
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Electronically Filed
FIRST CIRCUIT
1CCV-21-0000867
19-FEB-2026
05:25 PM
Dkt. 519 ANCMP

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

NADINE AND KEITH NAGANO AND
RYAN AND BRENDA HILL, Individually
and in their Representative Capacities and on
Behalf of a Class of All Persons Similarly
Situated,

Plaintiffs,

vs.

D.R. HORTON HAWAII LLC; D.R.
HORTON-SCHULER HOMES, LLC dba D.R.
HORTON-SCHULER DIVISION; DOES 1-
10; DOE PARTNERSHIPS 1-10; DOE
CORPORATIONS 1-10; DOE
GOVERNMENTAL AGENCIES 1-10; and
DOE ASSOCIATIONS 1-10,

Defendants.

(Caption Continued on the Next Page)

Civil No. 1CCV-21-0000867 (KTM)
(Construction Defects)

DEFENDANTS D.R. HORTON HAWAII
LLC AND D.R. HORTON-SCHULER
HOMES, LLC dba D.R. HORTON-
SCHULER DIVISION'S **ANSWER TO**
THE CLASS'S MASTER AMENDED
COMPLAINT, FILED ON FEBRUARY 9,
2026 [DKT. 504]; CERTIFICATE OF
SERVICE

Judge: Honorable Kevin T. Morikone

Trial Date: May 17, 2027



REGINALD KEANU, Individually and in His Representative Capacity and on Behalf of a Class of All Persons Similarly Situated,

Plaintiff,

vs.

D.R. HORTON, INC.; D.R. HORTON HAWAII LLC; D.R. HORTON-SCHULER HOMES, LLC; DOES 1-10; DOE PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE GOVERNMENTAL AGENCIES 1-10; and DOE ASSOCIATIONS 1-10,

Defendants.

CIVIL NO. 1CCV-21-0001060 (KTM)
(Construction Defects)

DEFENDANTS D.R. HORTON HAWAII LLC AND D.R. HORTON-SCHULER HOMES, LLC dba D.R. HORTON-SCHULER DIVISION'S ANSWER TO THE CLASS'S MASTER AMENDED COMPLAINT, FILED ON FEBRUARY 9, 2026

Defendants D.R. Horton Hawaii LLC and D.R. HORTON-SCHULER HOMES, LLC dba D.R. Horton-Schuler Division¹ (collectively, “**Defendants**”), by and through their attorneys Kobayashi Sugita & Goda, LLP, for their answer to the Master Amended Complaint (“**MAC**”), filed by Plaintiffs NADINE NAGANO, KEITH NAGANO, RYAN HILL, BRENDA HILL, and REGINALD KEANU, Individually and in their Representative Capacities and on Behalf of a Class of All Persons Similarly Situated (collectively, the “**Plaintiffs**”) on February 9, 2026 in the above-entitled action allege and aver as follows:

FIRST DEFENSE

¹ “D.R. Horton-Schuler Homes, LLC” is the former legal name of Defendant D.R. Horton Hawaii LLC. The names refer to the same legal entity. By answering the MAC on behalf of both named Defendants, D.R. Horton Hawaii LLC does not admit the existence of any separate legal entity and denies any allegation to the extent the MAC asserts or implies that D.R. Horton-Schuler Homes, LLC and D.R. Horton Hawaii LLC are distinct legal entities.

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

SECOND DEFENSE

2. Defendants are without knowledge or information sufficient at this time to form a belief as to the truth or falsity of the allegations contained in the following paragraphs of the MAC and therefore deny the allegations and any implications arising therefrom: 8, 9, 10, 15, 17, 18, 19, 20, 21, 22, 27, 39, 40, 41, 42, 44, 47, 102, and 112.

3. Defendants deny each and every allegation contained in the following paragraphs of the MAC and any implications arising therefrom: 1, 2, 3, 4, 5, 6, 7, 26, 28, 30, 31, 32, 50, 56, 66, 67, 68, 69, 71, 72, 73, 74, 75, 76, 80, 81, 88, 89, 94, 95, 96, 97, 98, 99, 103, 104, 105, 106, 108, 109, 110, 113, 114, 115, 117, 118, 119, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, and 134.

4. Defendants admit the following allegations of the MAC: 101.

5. With respect to each and every allegation contained in the following paragraphs of the MAC, which purport to recite the procedural history of this matter, or other unrelated proceedings filed by Plaintiffs' counsel against Defendants, Defendants deny the allegations on the basis that the procedural and discovery record and the filings and orders contained therein speak for themselves and Defendants specifically deny any allegations therein which conflict with and/or misrepresent said record: 11, 12, 34, 35, 36, 37, 38, 43, 60, 61, 62, 63, 64, 65, 82, 83, 84, 85, 86, 87, 90, and 91.

6. In response to paragraph 13, Defendants respond that they lack knowledge of what the Class has or has not identified, are without knowledge or information sufficient at this time to form a belief as to the truth or falsity of these allegations, and therefore deny these allegations and

any implications arising therefrom. Defendants deny the remaining allegations and any implications arising therefrom.

7. In response to the allegations in paragraph 14 of the MAC, Defendants admit that D.R. Horton Hawaii (“**Horton Hawaii**”) is doing business in the State of Hawaii and has its principal place of business located in the City and County of Honolulu, State of Hawaii, and that it was the developer and original seller of homes at relevant times herein. Defendants deny the remaining allegations and any implications arising therefrom.

8. With respect to the allegations contained in paragraph 16 of the MAC, Defendants admit that some incidents described in the MAC took place within the jurisdiction of this Court. Defendants deny the remaining allegations and any implications arising therefrom.

9. With respect to the allegations contained in paragraph 23 of the MAC, Defendants admit that some of the Galvanized Metal Components used in Class homes help protect the home from high winds. Defendants deny the remaining allegations and any implications arising therefrom.

10. In response to the allegations in paragraph 24 of the MAC, Defendants admit that Horton Hawaii has used and installed Galvanized Metal Foundation Components in single family and condominium homes in Hawaii. Defendants are without knowledge or information sufficient at this time to form a belief as to the truth or falsity of the allegations contained in the remainder of paragraph 24 of the MAC and therefore deny the allegations and any implications arising therefrom.

11. In response to the allegations in paragraph 25 of the MAC, Defendants admit that Horton Hawaii has used and installed Galvanized Metal Foundation Components in single family

and condominium homes in Hawaii. Defendants deny the remaining allegations in paragraph 25 of the MAC including any inferences allegedly arising therefrom.

12. In response to the allegations in paragraph 29 of the MAC, Defendants respond that any communications from Simpson, including but not limited to the asserted Simpson communications referenced in paragraph 29, speaks for themselves.

13. In response to the allegations in paragraph 33 of the MAC, Defendants admit that the referenced lawsuits in paragraph 33 were filed. Defendants deny the remaining allegations in paragraph 33 of the MAC including any inferences allegedly arising therefrom.

14. In response to the allegations in paragraph 45 of the MAC, Defendants respond that the referenced Exhibit 8 speaks for itself. Defendants deny the remaining allegations in paragraph 45 of the MAC including any inferences allegedly arising therefrom.

15. In response to the allegations in paragraph 46 of the MAC, Defendants respond that the referenced Exhibit 9 speaks for itself. Defendants deny the remaining allegations in paragraph 46 of the MAC, including any inferences allegedly arising therefrom.

16. With respect to the allegations contained in paragraphs 48 and 49 of the MAC, Defendants admit that the Hawaii Building Codes were amended, that said amendments speak for themselves, and affirmatively state that all homes complied with applicable building code provisions in effect at the time of construction. Defendants deny the remaining allegations in said paragraphs and any implications arising therefrom.

17. With respect to the allegations contained in paragraph 51 of the MAC, Defendants admit that Horton Hawaii had phased out the installation of Straps in homes built in Hawaii by sometime in 2014. Defendants deny the remaining allegations in said paragraphs and any implications arising therefrom.

18. With respect to the allegations contained in paragraph 52 of the MAC, Defendants admit that Horton Hawaii began using Titen Anchors in homes in Hawaii around the time it phased out the use of Straps. Defendants deny the remaining allegations in paragraph 52 and any implications arising therefrom.

19. With respect to the allegations contained in paragraph 53 of the MAC, Defendants admit that Horton Hawaii installed Titen Anchors consistent with the manufacturer's instructions and installed said anchors into concrete foundations. Defendants deny the remaining allegations in paragraph 53 and any implications arising therefrom.

20. With respect to the allegations contained in paragraph 54 of the MAC, Defendants admit that the installation methods for Titen Anchors are different from the installation methods for Straps. Defendants deny the remaining allegations in paragraph 54 and any implications arising therefrom.

21. With respect to the allegations contained in paragraph 55 of the MAC, Defendants admit that Horton Hawaii used and installed galvanized shot pins in homes in Hawaii. Defendants deny the remaining allegations in paragraph 55 and any implications arising therefrom.

22. With respect to the allegations contained in paragraph 57 of the MAC, Defendants admit that Horton Hawaii built and sold single-family homes and condominium units in Hawaii with Galvanized Metal Foundation Components between 2010 and 2023. Defendants deny the remaining allegations in paragraph 57 and any implications arising therefrom.

23. With respect to the allegations contained in paragraph 58 of the MAC, Defendants admit that Horton Hawaii began selling homes in Hawaii that are wood framed with stainless-steel foundation components since sometime in early 2025. Defendants deny the remaining allegations in paragraph 58 and any implications arising therefrom.

24. With respect to the allegations contained in paragraph 59 of the MAC, Defendants respond that the referenced Notice of Claims letter speaks for itself and deny any allegations in said paragraph that are inconsistent with or misrepresent said letter. Defendants deny the remaining allegations in paragraph 59 and any implications arising therefrom.

25. With respect to the allegations contained in paragraph 70 of the MAC, Defendants respond that any recognition about the purpose of wind protection systems and seismic protection systems speak for themselves and deny any allegations in said paragraph that are inconsistent with or misrepresent said expressions. Defendants deny the remaining allegations in paragraph 70 and any implications arising therefrom.

26. With respect to the allegations contained in paragraphs 77, 78, 79, and 93 of the MAC, Defendants respond that the referenced Purchase Agreements, and any related warranties or warranty agreements, speak for themselves and deny any allegations in said paragraph that are inconsistent with or misrepresent said expressions. Defendants deny the remaining allegations in paragraphs 77, 78, 79 and 93 and any implications arising therefrom.

27. With respect to the allegations contained in paragraph 120 of the MAC, Defendants respond that Horton Hawaii built homes with Galvanized Metal Foundation Components in Hawaii. Defendants deny the remaining allegations in paragraph 120 and any implications arising therefrom.

28. Defendants incorporate their previous answers to allegations referenced as being incorporated by reference in the following allegations of the MAC: 92, 100, 107, 111, and 116,

THIRD DEFENSE

29. Plaintiffs have failed to join an indispensable party or parties.

FOURTH DEFENSE

30. Defendants intend to rely on the defense that Plaintiffs and Class members failed to mitigate their damages, if any.

FIFTH DEFENSE

31. Defendants intend to rely on the defense that Plaintiffs and Class members have not suffered any actual injury and/or damage.

SIXTH DEFENSE

32. Defendants intend to rely on the defense that Plaintiffs and Class members damages, if any, are speculative, uncertain and/or cannot be reasonably ascertained.

SEVENTH DEFENSE

33. Defendants intend to rely on the defense that the named Plaintiffs lacks standing to assert the claims set forth in the MAC.

EIGHTH DEFENSE

34. Defendants intend to rely on the defense that the claims alleged in the MAC fail to meet the class action requirements of commonality, typicality, numerosity and adequacy of representation by class representatives and are therefore not suitable for a class action.

NINTH DEFENSE

35. Defendants intend to rely on the defense that Plaintiffs and Class members are estopped from asserting the claims.

TENTH DEFENSE

36. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by a lack of subject matter jurisdiction.

ELEVENTH DEFENSE

37. Defendants intend to rely upon any and all common law and statutory defenses, privileges and immunities available against Plaintiffs and Class members.

TWELFTH DEFENSE

38. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by the defenses of contributory and/or comparative negligence.

THIRTEENTH DEFENSE

39. Defendants intend to rely on the defenses of waiver, laches, and unclean hands.

FOURTEENTH DEFENSE

40. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by failure of consideration.

FIFTEENTH DEFENSE

41. Defendants intend to rely on the defense that Plaintiffs and Class members' claims for relief are barred by the economic loss doctrine and/or the unavailability of tort remedies for contractual matters.

SIXTEENTH DEFENSE

42. Defendants intend to rely on the defense that Plaintiffs and Class members' claims for relief are barred by the statute of frauds.

SEVENTEENTH DEFENSE

43. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by the statute of limitations and/or statute of repose.

EIGHTEENTH DEFENSE

44. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by contract, including but not limited to the terms of the deeds and warranties issued to Plaintiffs and Class members and their failure to comply with the terms and conditions therein.

NINETEENTH DEFENSE

45. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by Plaintiffs or their alteration, and/or failure to properly use and/or maintain their home(s).

TWENTIETH DEFENSE

46. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by the defense of accord and satisfaction.

TWENTY-FIRST DEFENSE

47. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by defenses of res judicata and collateral estoppel.

TWENTY-SECOND DEFENSE

48. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by the defense that Defendants are entitled to the benefit of their bargain.

TWENTY-THIRD DEFENSE

49. Defendants intend to rely on the defense that Plaintiffs and Class members are barred from maintaining this action by reason of their voluntary assumption of a known risk.

TWENTY-FOURTH DEFENSE

50. Defendants intend to rely on the defense that Plaintiffs and Class members failed to exhaust or have incorrectly pursued contractual remedies and procedures, including but not limited to those contained in the limited warranty provided for each home.

TWENTY-FIFTH DEFENSE

51. Defendants intend to rely on the defense that Plaintiffs and Class members' recovery in this action, if any, should be reduced in accordance with the doctrine of avoidable consequences.

TWENTY-SIXTH DEFENSE

52. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred based on their contractual or other waiver of the damages or actions alleged.

TWENTY-SEVENTH DEFENSE

53. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred because the injuries or damages, if any, were caused by parties other than the Defendants.

TWENTY-EIGHTH DEFENSE

54. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by reason of their own negligence or other conduct which caused their injuries or damages, if any.

TWENTY-NINTH DEFENSE

55. Defendants intend 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.

THIRTIETH DEFENSE

56. Defendants intend to seek leave to amend this Answer to allege such defenses of which they become aware during the course of discovery or trial.

THIRTY-FIRST DEFENSE

57. Defendants intend to rely on the defense that Plaintiffs and Class members have failed to properly comply with the provisions of Chapter 672E of the Hawaii Revised Statutes, and the defense that class actions are not consistent with or allowable in construction defect claim cases governed by Chapter 672E of the Hawaii Revised Statutes.

THIRTY-SECOND DEFENSE

58. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by the provisions of Chapter 480 of the Hawaii Revised Statutes.

THIRTY-THIRD DEFENSE

59. The named Plaintiffs are not proper representatives of the Class members, and the Class should be decertified, for one or more of the following reasons:

- a. The named Plaintiffs' facts and claims are not typical of the facts and claims of the purported Class Members.
- b. A class action is not superior to other available methods for the fair and efficient adjudication of this controversy.
- c. Joinder is not impracticable.
- d. Common questions of fact or law do not predominate over any questions affecting only individual Class member or over all purported Class members' claims, including those of the named Plaintiffs.
- e. The named Plaintiffs are not adequate representatives of the Class.
- f. The named Plaintiffs are vulnerable to affirmative defenses unique to them.

THIRTY-FOURTH DEFENSE

60. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred because the homes were built in accordance with applicable building code provisions.

THIRTY-FIFTH DEFENSE

61. Defendants intend to rely on the defense that Plaintiffs and Class members' claims are barred by the failure to follow agreed upon negotiation, mediation and/or arbitration procedures and other conditions precedent set forth in contractual and/or governing documents.

THIRTY-SIXTH DEFENSE

62. Defendants intend to rely on the defense that all implied warranties, if any, were expressly disclaimed.

THIRTY-SEVENTH DEFENSE

63. Defendants intend to rely on the defense that Plaintiffs have waived any right to trial by jury and therefore the demand for a jury and any claims based upon a demand for a jury are invalid and barred.

THIRTY-EIGHTH DEFENSE

64. Defendants intend to rely on the defense that Plaintiffs and many or all Class members have not suffered any present physical injury to property or person, and their claims based solely on an alleged increased risk of loss, or on alleged defects that have not manifested, are not cognizable and are barred for lack of ripeness and justiciable controversy.

THIRTY-NINTH DEFENSE

65. Defendants intend to rely on the defense that Plaintiffs and Class members' claims sounding in misrepresentation, omission, or unfair or deceptive acts or practices are barred because they cannot establish, on a class-wide basis, that each Class member was exposed to, relied upon,

or was causally injured by the same allegedly wrongful representation or omission, and individual reliance and causation issues predominate.

FORTIETH DEFENSE

66. Defendants intend to rely on the defense that, to the extent Plaintiffs and Class members seek to impose duties or standards of construction or disclosure that are inconsistent with, or in excess of, the requirements of applicable building codes, statutes, or regulations in effect at the time of construction, such claims are barred because Defendants complied with those codes, statutes, and regulations, and any inconsistent duties are precluded or preempted.

FORTY-FIRST DEFENSE

67. Defendants intend to rely on the defense that the Claims by Class members who did not purchase their homes directly from Defendants are barred, in whole or in part, for lack of contractual privity and because Defendants owed no contractual duties, and any alleged warranties did not extend to them except as provided therein.

FORTY-SECOND DEFENSE

68. Defendants intend to rely on the defense that any liability of Defendants must be reduced or eliminated based on the comparative fault, negligence, breach of duty, or other wrongful acts or omissions of non-party contractors, subcontractors, design professionals, material suppliers, and third parties, including subsequent owners, and Defendants are entitled to allocation and apportionment of any fault or damages under applicable Hawaii law.

FORTY-THIRD DEFENSE

69. Defendants intend to rely on the defense that Plaintiffs and Class members' claims for punitive, exemplary, treble, or multiple damages are barred because Defendants did not engage in willful, wanton, malicious, oppressive, or knowing misconduct as a matter of law, and any such

damages would violate Defendants' rights under the United States and State of Hawaii Constitutions, including due process and excessive-fines protections.

FORTY-FOURTH DEFENSE

70. Defendants intend to rely on the defense that Any attempt to assess and award damages on a class-wide or aggregate basis, without individualized proof and findings as to each Class member's actual injury and causation, would violate Defendants' rights to due process of law and to present individualized defenses, and is improper as a matter of law.

FORTY-FIFTH DEFENSE

71. Defendants intend to rely on the defense that, to the extent Plaintiffs and Class members seek tort damages for purely economic losses, including alleged diminution in value, "stigma," or "overpayment" unaccompanied by physical injury to person or other property, their claims are barred by the economic loss doctrine.

FORTY-SIXTH DEFENSE

72. Defendants intend to rely on the defense that many or all Class members failed to provide Defendants with contractually and/or statutorily required written notice and a reasonable opportunity to inspect and cure any alleged defects or damages, which bars or limits their claims for breach of contract, warranty, or related relief.

FORTY-SEVENTH DEFENSE

73. Defendants intend to rely on the defense that the Class definition is overbroad and impermissibly includes individuals who have suffered no injury, no physical damage, no economic loss, or whose claims are barred by contractual provisions, releases, or arbitration agreements, and therefore many purported Class members lack standing or cannot recover under any theory alleged.

FORTY-EIGHTH DEFENSE

74. Defendants intend to rely on the defense that Plaintiffs and many or all Class members did not rely, reasonably or otherwise, on any alleged misrepresentation, omission, or concealment by Defendants, and cannot prove that any alleged concealment or unfair or deceptive act or practice was the legal or proximate cause of any claimed injury or damages.

FORTY-NINTH DEFENSE

75. Defendants intend to rely on the defense that Plaintiffs and many or all Class members cannot establish that they were injured “by reason of” any alleged unfair or deceptive act or practice as required by HRS § 480-13, and therefore their Chapter 480 claims fail in whole or in part.

FIFTIETH DEFENSE

76. Defendants intend to rely on the defense that they owed no duty to disclose the allegedly concealed facts to Plaintiffs or Class members under Hawaii law, and that any non-disclosure or partial disclosure was not material and does not constitute actionable fraudulent concealment.

FIFTY-FIRST DEFENSE

77. Defendants intend to rely on the defense that Plaintiffs and Class members cannot prove, by clear and convincing evidence or any applicable standard, that Defendants made any misrepresentation or concealment with the requisite intent to defraud, knowledge of falsity, or reckless disregard for the truth.

FIFTY-SECOND DEFENSE

78. Defendants intend to rely on the defense that Plaintiffs and Class members cannot satisfy the requirement of particularity for fraud claims, including fraudulent concealment, as to

each Plaintiff and Class member, and cannot show that any allegedly fraudulent misconduct was uniform as to the entire Class.

FIFTY-THIRD DEFENSE

79. Defendants intend to rely on the defense that, to the extent Plaintiffs and Class members' claims sound in negligence, fraudulent concealment, misrepresentation, omission, or unfair or deceptive acts or practices, those claims are not appropriate for class treatment because reliance, materiality, exposure, knowledge, and causation are inherently individualized issues that vary from Class member to Class member and predominate over any common issues.

FIFTY-FOURTH DEFENSE

80. Defendants intend to rely on the defense that the conduct complained of is expressly permitted, authorized, or required by applicable statutes, regulations, or governmental approvals, and therefore cannot constitute an unfair or deceptive act or practice under HRS Chapter 480.

FIFTY-FIFTH DEFENSE

81. Defendants intend to rely on the defense that, to the extent any Plaintiff or Class member was not engaged in a "consumer" transaction, such person or entity was not a "consumer" as defined by HRS Chapter 480 at the time of the alleged conduct, or the transaction was not in "trade or commerce" within the meaning of Chapter 480, their claims are barred.

FIFTY-SIXTH DEFENSE

82. Defendants intend to rely on the defense that any attempt to award Chapter 480 or other statutory damages, including treble damages, on an aggregate or class-wide basis without individualized proof of injury, causation, and amount of actual damages as to each Class member would violate Defendants' rights to due process and is improper under Hawaii law.

FIFTY-SEVENTH DEFENSE

83. Defendants intend to rely on the defense that, to the extent Plaintiffs assert fraudulent concealment as a basis to toll any statute of limitations, Defendants deny that any concealment occurred and further allege that Plaintiffs and Class members knew, or in the exercise of reasonable diligence should have known, of the facts underlying their claims more than the applicable limitations period before this action was filed, such that no tolling applies.

FIFTY-EIGHTH DEFENSE

84. Defendants intend to rely on the defense that the statutory claim of fraudulent concealment is a tolling statute limited to statutes of limitations, does not apply to statutes of repose, and is not an independent claim for damages under Hawaii law.

FIFTY-NINTH DEFENSE

85. Defendants intend to rely on the defense that Plaintiffs and Class members are not entitled to treble damages, attorneys' fees, or costs under HRS § 480-13 because they cannot establish a violation of HRS Chapter 480, cannot prove injury "by reason of" any alleged violation, and, in any event, any such enhanced remedies would be inequitable and/or unconstitutional as applied in this case.

WHEREFORE, Defendants pray for relief as follows:

1. That the MAC be dismissed WITH PREJUDICE as against the Defendants.
2. That Plaintiffs and Class members' claims for relief be denied.
3. That the Class be decertified.
4. That Defendants be awarded all their costs and reasonable attorneys' fees incurred herein.

5. That Defendants be awarded such further relief as this Court deems just and equitable.

DATED: Honolulu, Hawaii, February 19, 2026.

/s/ Jesse W. Schiel

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

NADINE AND KEITH NAGANO AND
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and in their Representative Capacities and on
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vs.

D.R. HORTON, INC.; D.R. HORTON-
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DOE ASSOCIATIONS 1-10,

Defendants.

REGINALD KEANU, Individually and in
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Plaintiff,

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D.R. HORTON, INC.; D.R. HORTON-
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Civil No. 1CCV-21-0000867 (KTM)
(Construction Defects)

CERTIFICATE OF SERVICE

CIVIL NO. 1CCV-21-0001060 (KTM)
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served via the Judiciary Electronic Filing System (JEFS).

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DATED: Honolulu, Hawaii, February 19, 2026.

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