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Attorneys for Defendants  
D.R. HORTON, INC. and  
D.R. HORTON-SCHULER HOMES, LLC

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)

DEFENDANT D.R. HORTON, INC.'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



<p>REGINALD KEANU, Individually and in His Representative Capacity and on Behalf of a Class of All Persons Similarly Situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>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,</p> <p style="text-align: center;">Defendants.</p>	<p>CIVIL NO. 1CCV-21-0001060 (KTM) (Construction Defects)</p>
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**DEFENDANT D.R. HORTON, INC.’S ANSWER TO THE CLASS’S MASTER AMENDED COMPLAINT, FILED ON FEBRUARY 9, 2026 [DKT. 504]**

Defendant D.R. HORTON, INC. (“**Defendant**”), by and through its attorneys Kobayashi Sugita & Goda, LLP, for its 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, alleges and avers as follows:

**FIRST DEFENSE**

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

**SECOND DEFENSE**

2. Defendant is 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 denies the allegations and any implications arising therefrom: 1, 2, 8, 9, 10, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 29, 39, 40, 41, 42, 44, 47, 48, 49, 54, 78, 112, 124, and 132.

3. Defendant denies each and every allegation contained in the following paragraphs of the MAC and any implications arising therefrom: 3, 4, 5, 6, 7, 88, 89, 110, 114, 115, 133, and 134.

4. With respect to each and every allegation contained in the following paragraphs of the MAC, to the extent the allegations therein pertain to Defendant, said allegations are denied, and to the extent said allegations pertain to Defendants D.R. Horton Hawaii LLC and/or D.R. Horton-Schuler Homes, LLC (collectively, "**Horton Hawaii**"), Defendant is without knowledge or information sufficient at this time to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the allegations as to said defendants and any implications arising therefrom: 24, 25, 28, 30, 31, 32, 34, 35, 50, 51, 52, 53, 55, 56, 57, 58, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79, 80, 81, 93, 94, 95, 96, 97, 98, 99, 102, 103, 104, 105, 106, 108, 109, 113, 117, 118, 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 130, and 131.

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 Defendant, Defendant denies the allegations on the basis that the procedural and discovery record and the filings and orders contained therein speak for themselves and Defendant specifically denies any allegations therein which conflict with and/or misrepresent said record: 11, 12, 36, 37, 38, 43, 60, 61, 62, 63, 64, 65, 82, 83, 84, 85, 86, 87, 90, and 91.

6. Defendant incorporates by reference its prior answers to the following allegations of the MAC: 92, 100, 107, 111, and 116.

7. In response to the allegations in paragraph 14 of the MAC, Defendant admits that 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. Defendant denies the remaining allegations and any implications arising therefrom.

8. In response to the allegations in paragraph 33 of the MAC, Defendant admits that the referenced lawsuits in paragraph 33 were filed. Defendant is without knowledge or information sufficient at this time to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies the remaining allegations and any implications arising therefrom.

9. In response to the allegations in paragraphs 45 and 46 of the MAC, Defendant responds that the referenced Exhibits 8 and 9 speak for themselves. Defendant denies the remaining allegations in paragraphs 45 and 46 of the MAC including any inferences allegedly arising therefrom, to the extent said allegations pertain to Defendant. To the extent the remaining allegations pertain to Horton Hawaii, Defendant is without knowledge or information sufficient at this time to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies the remaining allegations and any implications arising therefrom.

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

11. In response to the allegations in paragraph 101 of the MAC, Defendant admits that Horton Hawaii is in the business of developing, building, and selling residential homes in Hawaii. Defendant is without knowledge or information sufficient at this time to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies the remaining allegations and any implications arising therefrom.

**THIRD DEFENSE**

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

**FOURTH DEFENSE**

13. Defendant intends to rely on the defense that Plaintiffs and Class members failed to mitigate their damages, if any.

**FIFTH DEFENSE**

14. Defendant intends to rely on the defense that Plaintiffs and Class members have not suffered any actual injury and/or damage.

**SIXTH DEFENSE**

15. Defendant intends to rely on the defense that Plaintiffs and Class member's damages, if any, are speculative, uncertain and/or cannot be reasonably ascertained.

**SEVENTH DEFENSE**

16. Defendant intends to rely on the defense that the named Plaintiffs lacks standing to assert the claims set forth in the MAC.

**EIGHTH DEFENSE**

17. Defendant intends 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**

18. Defendant intends to rely on the defense that Plaintiffs and Class members are estopped from asserting the claims.

**TENTH DEFENSE**

19. Defendant intends to rely on the defense that Plaintiffs and Class members' claims are barred by a lack of subject matter jurisdiction.

**ELEVENTH DEFENSE**

20. Defendant intends to rely upon any and all common law and statutory defenses, privileges and immunities available against Plaintiffs and Class members.

**TWELFTH DEFENSE**

21. Defendant intends to rely on the defense that Plaintiffs and Class members' claims are barred by the defenses of contributory and/or comparative negligence.

**THIRTEENTH DEFENSE**

22. Defendant intends to rely on the defenses of waiver, laches, and unclean hands.

**FOURTEENTH DEFENSE**

23. Defendant intends to rely on the defense that Plaintiffs and Class members' claims are barred by failure of consideration.

**FIFTEENTH DEFENSE**

24. Defendant intends 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**

25. Defendant intends to rely on the defense that Plaintiffs and Class members' claims for relief are barred by the statute of frauds.

**SEVENTEENTH DEFENSE**

26. Defendant intends 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**

27. Defendant intends 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**

28. Defendant intends 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**

29. Defendant intends to rely on the defense that Plaintiffs and Class members' claims are barred by the defense of accord and satisfaction.

**TWENTY-FIRST DEFENSE**

30. Defendant intends to rely on the defense that Plaintiffs and Class members' claims are barred by defenses of res judicata and collateral estoppel.

**TWENTY-SECOND DEFENSE**

31. Defendant intends to rely on the defense that Plaintiffs and Class members' claims are barred by the defense that Defendant is entitled to the benefit of their bargain.

**TWENTY-THIRD DEFENSE**

32. Defendant intends 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**

33. Defendant intends to rely on the defense that Plaintiffs and Class 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**

34. Defendant intends 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**

35. Defendant intends 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**

36. Defendant intends 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 Defendant.

**TWENTY-EIGHTH DEFENSE**

37. Defendant intends 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**

38. Defendant 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.

**THIRTIETH DEFENSE**

39. Defendant intends 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**

40. Defendant intends 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**

41. Defendant intends 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**

42. 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**

43. Defendant intends 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**

44. Defendant intends 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**

45. Defendant intends to rely on the defense that all implied warranties, if any, were expressly disclaimed.

**THIRTY-SEVENTH DEFENSE**

46. Defendant intends 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**

47. Defendant intends 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**

48. Defendant intends 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**

49. Defendant intends 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**

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

#### **FORTY-SECOND DEFENSE**

51. Defendant intends to rely on the defense that any liability of Defendant 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 Defendant is entitled to allocation and apportionment of any fault or damages under applicable Hawaii law.

#### **FORTY-THIRD DEFENSE**

52. Defendant intends to rely on the defense that Plaintiffs and Class members' claims for punitive, exemplary, treble, or multiple damages are barred because Defendant did not engage

in willful, wanton, malicious, oppressive, or knowing misconduct as a matter of law, and any such damages would violate Defendant's rights under the United States and State of Hawaii Constitutions, including due process and excessive-fines protections.

#### **FORTY-FOURTH DEFENSE**

53. Defendant intends 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 Defendant's rights to due process of law and to present individualized defenses, and is improper as a matter of law.

#### **FORTY-FIFTH DEFENSE**

54. Defendant intends 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**

55. Defendant intends to rely on the defense that many or all Class members failed to provide Defendant 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**

56. Defendant intends 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**

57. Defendant intends 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 Defendant, 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**

58. Defendant intends 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**

59. Defendant intends to rely on the defense that it owed no duty to disclose the allegedly concealed facts to Plaintiffs or the 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**

60. Defendant intends 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**

61. Defendant intends 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**

62. Defendant intends 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**

63. Defendant intends 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**

64. Defendant intends 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**

65. Defendant intends 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 Defendant's rights to due process and is improper under Hawaii law.

**FIFTY-SEVENTH DEFENSE**

66. Defendant intends to rely on the defense that, to the extent Plaintiffs assert fraudulent concealment as a basis to toll any statute of limitations, Defendant denies that any concealment occurred and further alleges 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**

67. Defendant intends 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**

68. Defendant intends 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.

**SIXTIETH DEFENSE**

69. Defendant intends to rely on the defense that it did not design, develop, construct, supervise, inspect, sell, market, manage, repair, or otherwise perform any work or services in connection with the subject MAC or the properties at issue. Any damages allegedly suffered by Plaintiffs or the Class were not caused, in whole or in part, by any act or omission of Defendant.

**SIXTY-FIRST DEFENSE**

70. Defendant intends to rely on the defense of lack of personal jurisdiction over Defendant because, at all relevant times, Defendant was not operating, conducting, engaging in, or carrying on business in this jurisdiction; did not have offices, employees, agents, or property here; and did not purposefully avail itself of the privilege of conducting activities within this forum.

WHEREFORE, Defendant prays for relief as follows:

1. That the MAC be dismissed WITH PREJUDICE as against the Defendant.
2. That Plaintiffs and Class members claims for relief be denied.
3. That the Class be decertified.
4. That Defendant be awarded all of its costs and reasonable attorneys' fees incurred herein.
5. That Defendant be awarded such further relief as this Court deems just and equitable.

DATED: Honolulu, Hawaii, February 19, 2026.

*Jesse W. Schiel*

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

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NADINE AND KEITH NAGANO AND  
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Defendants.

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

**CERTIFICATE OF SERVICE**

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

**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.

*/s/ Jesse W. Schiel*

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