

Of Counsel:

ROECA LURIA SHIN LLP

A Limited Liability Law Partnership

JAMES SHIN 6333-0

jshin@rlhlaw.com

JAMES R. FERGUSON 7433-0

jferguson@rlhlaw.com

BARRON T. ODA 9630-0

boda@rlhlaw.com

American Savings Bank Tower

1001 Bishop Street, Suite 2250

Honolulu, Hawai'i 96813

Telephone: (808) 538-7500

Electronically Filed

THIRD CIRCUIT

3CCV-23-0000302

16-JUN-2026

08:50 AM

Dkt. 241 ORD

Attorneys for Defendants/Third-Party Plaintiffs

HAWAIIAN PARADISE PARK OWNERS

ASSOCIATION, KARIN HOFFMAN,

and JEFFREY FINLEY

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

NICOLE CRAIG, as an individual and as
Trustee of the Revocable Living Trust of
Nicole L. Craig,

Plaintiff,

vs.

HAWAIIAN PARADISE PARK OWNERS
ASSOCIATION, a Hawai'i nonprofit
corporation, KARIN HOFFMAN, as an
individual and HPPOA Director, JEFFREY
FINLEY, as an individual and HPPOA
Director, and DOES 1-50, inclusive,

Defendants.

Civil No. 3CCV-23-0000302 (Hilo Division)
(Declaratory Judgment)

STIPULATED JUDGMENT; ORDER

Judge: Hon. Henry T. Nakamoto

Trial: June 29, 2026

(Caption continued on next page)

HAWAIIAN PARADISE PARK OWNERS
ASSOCIATION, a Hawai'i nonprofit
corporation, KARIN HOFFMAN, as an
individual and HPPOA Director, JEFFREY

FINLEY, as an individual and HPPOA
Director, and DOES 1-50, inclusive,

Third-Party Plaintiffs,

vs.

WATUMULL INVESTMENT CO., LLC,

Third-Party Defendant.

638-050

STIPULATED JUDGMENT

Plaintiff NICOLE CRAIG, as an individual and as Trustee of the Revocable Living Trust of Nicole L. Craig and Defendants HAWAIIAN PARADISE PARK OWNERS ASSOCIATION (“HPPOA”), KARIN HOFFMAN, as an individual and HPPOA Director, and JEFFREY FINLEY, as an individual and HPPOA Director (collectively, “Defendants”), voluntarily enter into this Stipulated Judgment on the terms and conditions set forth below in the interest of preserving the resources of the Hawai‘i judiciary and promoting judicial economy.

WHEREAS, Plaintiff’s First Amended Complaint filed November 9, 2023 [Dkt. 86] concerned Defendant HPPOA’s decision to build cluster mailbox parks on an acre on each of three twenty-acre parcels of land identified as TMK 1-5-047-206, 1-5-028-050, and 1-5-054-234 (collectively, “Subject Properties”) for residents of the Hawaiian Paradise Park subdivision;

WHEREAS, Plaintiff alleged that the building of cluster mailbox parks on the Subject Properties violated deed restrictions applicable to the Subject Properties; violated HPPOA’s bylaws concerning the use and allocation of road maintenance fees collected by Defendant HPPOA; and that the building of cluster mailbox parks constituted violations of fiduciary duties owed to Plaintiff;

WHEREAS, in Count 1, Plaintiff alleged as to Defendant HPPOA that the Subject Properties do not permit installation or maintenance of cluster mailboxes and sought a declaratory judgment;

WHEREAS, in Count 2, Plaintiff alleged that Defendant HPPOA cannot use annual road maintenance fees collected from its members to fund the cluster mailboxes in any way and sought a declaratory judgment;

WHEREAS, in Count 3, Plaintiff alleged that Defendant HPPOA cannot use annual road maintenance fees collected from its members for anything other than road maintenance activities and sought a declaratory judgment;

WHEREAS, in Count 4, Plaintiff alleged that annual road maintenance fees Defendant HPPOA allocated from a restricted road fund to a general fund was misappropriated and sought a declaratory judgment;

WHEREAS, in Counts 5, 6, and 7, Plaintiff alleged that Defendants Hoffman and Finley owed Plaintiff a fiduciary duty and negligently, recklessly, and intentionally breached it, respectively;

WHEREAS, in Count 8, Plaintiff alleged that Defendant HPPOA is not a “planned community association” under Chapter 421J of the Hawai‘i Revised Statutes and sought a declaratory judgment;

WHEREAS, in Count 9, Plaintiff requested temporary and permanent injunctive relief as to all Defendants;

WHEREAS, in Count 10, Plaintiff alleged punitive damages as a cause of action against Defendants Hoffman and Finley;

WHEREAS, the parties agree this Court has personal and subject matter jurisdiction over the above-captioned civil action;

WHEREAS, on November 17, 2023, Defendants answered Plaintiff's First Amended Complaint and filed a third-party complaint against Third-Party Defendant WATUMULL INVESTMENT CO., the successor of the Subject Properties' original grantor [Dkt. 92];

WHEREAS, as of August 23, 2025, Defendant HPPOA, pursuant to a majority vote of its members, amended its bylaws to expressly clarify that five percent (5%) of annual road maintenance fees may be allocated to its General fund for uses including upkeep of the Activity Center, playground, ball field, non-road property owned or maintained by HPPOA, mail parks, other nonroad assets and resources, to meet its purposes as defined in the bylaws, and non-profit character as outlined in the bylaws;

WHEREAS, on October 21, 2025, Third-Party Defendant Watumull Investment Co. and Defendant HPPOA, successors-in-interest to Hawaiian Paradise Park Corp. and Paradise Hui Hanalike, original grantor and grantee of the Subject Properties, recorded a PARTIAL RELEASE AND AMENDMENT OF RESTRICTIVE COVENANT IN DEED with the Office of the Assistant Registrar in Land Court as Document No. T-13077091, on Certificate 196718;

WHEREAS, the PARTIAL RELEASE AND AMENDMENT OF RESTRICTIVE COVENANT IN DEED expressly allows for "mail" and "communications" uses of the Subject Properties among other public benefit uses;

WHEREAS, on December 12, 2025, Defendant HPPOA submitted a Proposed Stipulation for Partial Dismissal With Prejudice of All Claims Against Third-Party Defendant Watumull Investment Co. [Dkt. 205];

WHEREAS, on December 24, 2025, the Court entered the Stipulation for Partial Dismissal With Prejudice of All Claims Against Third-Party Defendant Watumull Investment Co. [Dkt. 207];

WHEREAS, Plaintiff and Defendants have had a full opportunity to conduct discovery;

WHEREAS, Plaintiff and Defendants agree that the deeds to the Subject Properties, *as amended* by the PARTIAL RELEASE AND AMENDMENT OF RESTRICTIVE COVENANT IN DEED, permits installation and/or maintenance of cluster mailboxes;

WHEREAS, Plaintiff and Defendants agree that the Bylaws, *as amended* as of August 23, 2025, permits Defendant HPPOA to use road maintenance fees collected from its members to fund the construction and/or maintenance of cluster mailboxes;

WHEREAS, Plaintiff and Defendants agree that the Bylaws, *as amended* as of August 23, 2025, permits Defendant HPPOA to use road maintenance fees collected from its members for purposes other than road maintenance activities;

WHEREAS, Plaintiff and Defendants agree the evidence indicates Plaintiff would not have proven by a preponderance of the evidence that Defendants Hoffman and Finley owed Plaintiff fiduciary duties in their individual or official capacities;

WHEREAS, Plaintiff and Defendants agree the evidence indicates Plaintiff would not have proven by a preponderance of the evidence that Hawaiian Paradise Park and Defendant HPPOA are not a “planned community association” under HRS Chapter 421J;

WHEREAS, Plaintiff and Defendants desire to fully and finally resolve all claims without further litigation or expense and in the interest of promoting judicial economy; and

WHEREAS, there are no other causes of action, claims, or other matters left to be adjudicated in the above-captioned civil action among the remaining parties;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Final Judgment is entered in favor of Defendants and against Plaintiff on all Plaintiff's claims in the First Amended Complaint.
2. All claims and causes of action in the First Amended Complaint are dismissed with prejudice.
3. Defendants shall not be awarded attorneys' fees and costs.
4. This Stipulated Judgment constitutes a judgment on the merits for purposes of issue and claim preclusion regarding the issues and claims raised or that could have been raised in the First Amended Complaint.
5. This Stipulated Judgment is entered pursuant to Rule 58 of the Hawai'i Rules of Civil Procedure and disposes of all claims raised by all parties in this civil action. There are no remaining claims or parties.

DATED: Hilo, Hawai'i, JUN 16 2026.



JUDGE OF THE ABOVE-ENTITLED COURT

PETER K. KUBOTA for HENRY T. NAKAMOTO Div. 2

APPROVED AS TO FORM:

/s/ Nicole Craig
NICOLE CRAIG, as an individual and as
Trustee of the Revocable Living Trust of Nicole
L. Craig
Plaintiff Pro Se

Nicole Craig, as an individual and as Trustee of the Revocable Living Trust of Nicole L. Craig,
v. Hawaiian Paradise Park Owners Association, et al.; Civil No. 3CCV-23-0000302 (Hilo
Division); **STIPULATED JUDGMENT**