

DAVID M. LOUIE 2162
Attorney General of Hawaii

CARON M. INAGAKI 3835
DIANE K. TAIRA 3761
JOHN M. CREGOR 3521
JOHN C. WONG 2804
HENRY S. KIM 9459
JENNIFER R. SUGITA 7999

Deputy Attorneys General
Department of the Attorney
General, State of Hawaii

425 Queen Street

Honolulu, Hawaii 96813

Telephone: (808) 586-1494

Email: Caron.M.Inagaki@hawaii.gov
Diane.K.Taira@hawaii.gov
John.M.Cregor@hawaii.gov
John.C.Wong@hawaii.gov
Henry.S.Kim@hawaii.gov
Jennifer.R.Sugita@hawaii.gov

Attorneys for Defendants
STATE OF HAWAII, HAWAII PUBLIC
HOUSING AUTHORITY, AND, EXECUTIVE
DIRECTOR DENISE WISE

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

FETU KOLIO; KASNER
ALEXANDER; and FRANCES
WONG, individually and on behalf of
a class of past, present, and future
residents of Mayor Wright Housing,

Plaintiffs,

vs.

CIVIL NO. CV11-00266 LEK-RLP
Civil Rights Action
Class Action

**STATE OF HAWAII, HAWAII
PUBLIC HOUSING AUTHORITY,
AND EXECUTIVE DIRECTOR
DENISE WISE'S ANSWER TO
PLAINTIFFS' COMPLAINT FOR**

STATE OF HAWAII; HAWAII
PUBLIC HOUSING AUTHORITY;
DENISE WISE IN HER OFFICIAL
CAPACITY AS EXECUTIVE
DIRECTOR OF THE HAWAII
PUBLIC HOUSING AUTHORITY;
and DOES 1-10,

Defendants.

**DECLARATORY AND
INJUNCTIVE RELIEF AND
DAMAGES, FILED APRIL 21,
2011; CERTIFICATE OF
SERVICE**

**STATE OF HAWAII, HAWAII PUBLIC HOUSING AUTHORITY, AND
EXECUTIVE DIRECTOR DENISE WISE’S ANSWER TO PLAINTIFFS’
COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND
DAMAGES, FILED APRIL 21, 2011**

Defendants STATE OF HAWAII, HAWAII PUBLIC HOUSING
AUTHORITY, and EXECUTIVE DIRECTOR DENISE WISE (collectively
referred to as “HPHA”), by and through their counsel, David M. Louie, Attorney
General of the State of Hawaii, John M. Cregor, Jr., John C. Wong, Henry S. Kim,
Jennifer R. Sugita, Caron M. Inagaki, and Diane K. Taira, Deputy Attorneys
General, answers the Plaintiffs’ Complaint for Declaratory and Injunctive Relief
and Damages (hereinafter “Complaint”) filed on April 21, 2011 as follows:

I. Admissions and Denials

1. HPHA admits the allegations in Paragraphs 10, 12, 21, and 60.
2. HPHA denies the allegations in Paragraphs 1, 3, 14, 15, 16, 17, 18,
19, 20, 26, 27, 28, 30, 31, 32, 52, 53, 54, 55, 56, 61, 62, 63, 64, 68, 69, 70, 71, 72,
74, and 75.

3. Answering Paragraphs 2, 4, 13, 51, 59, and 67 of the Complaint, HPHA is without knowledge or information at this time sufficient to form a belief as to the truth or falsity of the allegations contained in said Paragraphs of the Complaint and leave Plaintiffs to their proof of the claims contained in said Paragraphs.

4. Answering Paragraphs 5 and 6 of the Complaint, HPHA admits jurisdiction and venue in this Court.

5. Answering Paragraphs 7, 8, and 9 of the Complaint, HPHA admits only that Plaintiffs Frances Wong, Kazner Alexander and Fetu Kolio are residents of Hawaii, but as to the remaining allegations in said Paragraphs, HPHA is without knowledge or information at this time sufficient to form a belief as to the truth or falsity of the allegations contained in said Paragraphs and leaves Plaintiffs to their proof of the claims contained in said Paragraphs.

6. Answering Paragraph 11, HPHA admits only that it receives federal funding from HUD.

7. Answering Paragraphs 22, 23, 24, 29, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 58, and 66 of the Complaint, HPHA makes no answer to these Paragraphs, but moves to strike on the grounds they are not proper pleadings under F.R.C.P. Rule 8.

8. Answering Paragraph 25 to the Complaint, HPHA admits only that HUD and HPHA are parties to the Annual Contributions Contract (ACC), which speaks for itself.

9. Answering Paragraphs 49, 57, 65, and 73, HPHA restates and incorporates by reference its responses to the previous paragraphs as if fully set forth herein.

10. HPHA denies any remaining allegations contained in the Complaint not expressly addressed above.

II. Failure to State a Claim

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

III. Statute of Limitations

All or part of the Plaintiffs' claims are barred by the applicable statutes of limitations.

IV. Mootness

All or part of the Plaintiffs' claims are moot.

V. Failure to Exhaust Administrative Procedures and Remedies

Plaintiffs have failed to exhaust the required administrative procedures and remedies relating to their allegations.

VI. Discretionary Function

HPHA cannot be held liable on any claim, allegation or cause of action

based on acts or omissions in performing or failing to perform a discretionary function or duty.

VII. Accommodation

HPHA has made the required reasonable effort to accommodate Plaintiffs needs and requests.

VIII. Wrongdoing By Others

HPHA is not liable for the wrongdoing, if any, of others.

IX. Failure to Name an Indispensable Party

Plaintiffs have failed to name an indispensable party or parties to this action.

X. No Retroactive Injunctive Relief

Plaintiffs are not entitled to injunctive or declaratory relief to remedy any alleged retroactive claims.

XI. Eleventh Amendment Immunity

To the extent authorized by law, some or all of the Plaintiffs claims are barred by the Eleventh Amendment to the United States Constitution and sovereign immunity.

XII. Estoppel

Plaintiffs claims are further barred by estoppel.

XIII. Failure to Meet Class Action Requirement

On information and belief, Plaintiffs are not proper class representatives.

XIII. Other Defenses

HPHA reserves the right to amend this Answer or to otherwise plead other defenses which may be revealed during continuing discovery in this action.

Wherefore, HPHA prays as follows:

A. That the Complaint be dismissed, or in the alternative, that Plaintiffs take nothing by the Complaint from HPHA;

B. That HPHA be awarded reasonable attorneys' fees and costs incurred in defending this action;

C. That the Court award such further relief as may be just and proper under the circumstances;

D. That if it be determined that Plaintiffs and HPHA are negligent, then any recovery should be barred or reduced accordingly; and

E. That if it be determined that Plaintiffs and any other Defendants, including Doe Defendants, were negligent, then any damages should be apportioned among other Defendants according to their relative degree of default.

DATED: Honolulu, Hawaii, June 13, 2011.

DAVID M. LOUIE
Attorney General
State of Hawaii



JOHN M. GREGOR
JOHN C. WONG
HENRY S. KIM
JENNIFER R. SUGITA
Deputy Attorneys General

Attorneys for Defendants
STATE OF HAWAII, HAWAII PUBLIC
HOUSING AUTHORITY, AND EXECUTIVE
DIRECTOR DENISE WISE

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII**

FETU KOLIO; KASNER
ALEXANDER; and FRANCES
WONG, individually and on behalf of
a class of past, present, and future
residents of Mayor Wright Housing,

Plaintiffs,

vs.

STATE OF HAWAII; HAWAII
PUBLIC HOUSING AUTHORITY;
and DOES 1-10,

Defendants.

CIVIL NO. CV11-00266 LEK-RLP
Civil Rights Action
Class Action

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date indicated below, a copy of the foregoing document was served on the following parties at their last-known addresses electronically through CM/ECF as follows:

VICTOR GEMINIANI
DIANE C. HAAR
Lawyers for Equal Justice
P. O. Box 37952
Honolulu, Hawaii 96837-0952

victor@lejehawaii.com
diane@lejehawaii.org


PAUL ALSTON
JASON H. KIM
Alston Hung Floyd & Ing
1001 Bishop Street, Suite 1800
Honolulu, Hawaii 96813

palston@ahfi.com
jkim@ahfi.com

Attorneys for Plaintiffs

DATED: Honolulu, Hawaii, June 13, 2011.

DAVID M. LOUIE
Attorney General
State of Hawaii



JOHN M. GREGOR
JOHN C. WONG
HENRY S. KIM
JENNIFER R. SUGITA
Deputy Attorneys General

Attorneys for Defendants
STATE OF HAWAII, HAWAII PUBLIC
HOUSING AUTHORITY, AND EXECUTIVE
DIRECTOR DENISE WISE