

October 5, 2007

Senator Suzanne Chun Oakland

Finally someone is willing to hear our pains!

Since I advocate for public residents I would like to speak for many in the Kalakaua housing who would rather remain anonymous. Kalakaua has three high rises and a small portion of family units.

The high rise mostly seniors of non-English and fewer English speaking seniors, some singles w/ health issues, mental, and physical needs.

Seniors are unapproachable - language barrier, another association is impossible to form

- management says too costing
- foreigners are intimidated because of their status, they may

be misinformed.

- mental and physical illness can cause stress to others

- many unable to care for themselves, die unnoticed

- miscalculation of medication, amend new house rules for

safety.

Singles and family some addiction of drugs and alcohol a struggle

- need closer monitor, reassessed by Prof. Care givers.

- management has records of suspicious drug dealers,

evidence kept with security

- need strict house rules for safety

- want police arrest on private grounds

Family units- one, two and three bedrooms. Majority are single mothers, head of household. Improvements, yes! Clean up management and administration!

These people mislead, misinform, withhold information and harass us.

No trust in our managers and administration. They cover for each other! Who do we convey or settle our problems? Complaints never get settled, gets lost or forgotten!

HPHA are not accountable for their actions, HPHA employees twist their words, and we become liars. Unsettled issues gets lost, tossed back and forth, residents are tiresome of their ping pong game!

Example: A family lost their furniture because of a pipe leakage, maintenance problem.

Janice Mizusawa told this family their insurance (HCDC) will cover their loss, it was forgotten never recovered! Janice Mizusawa did not do it on a timely manner? The father handicap in a wheel chair at that time and now deceased.

A single grandmother asked to add her granddaughter to the lease and her boyfriend who had fathered their child. They have become homeless and in need of shelter. Management staff said it was okay for boyfriend to be added to lease, the story changed staff person said no. The state hires bad reps. Does HPHA believe in splitting up a family? Are people treated equally or is management selective of who they want to pass?

**Rent Review/Interim rent calculation and contract**

HPHA – Not trusting HPHA employees to be informative, need someone neutral to assist tenants and available to the public. Writing this list is cause for harassment for me and others by management and administration.

**Adding a family member to my lease.** Denied four times, fifth time approved. My sister had a mental problem but not a nuisance and struggled with her physical limitations.

**Social Hall** I requested the use of Social Hall for ITOR, Island Tenants on the Rise, non profit organization, for public housing residents. Denied three times, fourth time approved. Two letters were submitted by ITOR members they could not deny. I did receive an apology. The first, someone is human! The use of the Social is not clear! First management says they are in charge, than I am told to ask the association for the use of the Social Hall, now I hear members of the association are asking management for the use of the Social Hall?

**Management controls with intimidation** Kamalani Rodrigues Title: Resident Tenant Advisor and Deputy Manager (9/06 overpower board members causing stress and division among Hui O Kalakaua Association board members.

The Federal Registrar 36280 -36281 (245.110)subpart B-Tenant Organizations -

(8) ...to preserve independence of tenants management may not attend meeting unless invited. 2005 was addressed and complied. 2006-2007 Kamalani ruled association.

Sept. 07 Kamalani complied on her terms, board members able to communicate.

45.115-we needed consent from manager - false

(c) clear actives w/ management - false

36282 (1) owners of housing 245.10 and agents in violation may be liable for sanctions under 24 CFR part 24. Debarment, suspension to protect the public (summarized)

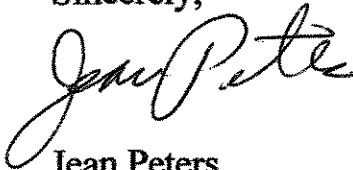
**Security** -Wackenhut at a lost, letters to legislatures kept our security. Executive Director previously - Ms Aveiro, no response for her absence at community meeting to address security issue. Management informed me during that meeting she would not show. Her staff member yelled at me over the phone and made excuses for her absence when I spoke to Ms. Aveiro's secretary. Unprofessional!

**Personal mailing box**- Janice Mizusawa tells residents other people can not use our address. I personally let a friend use my mail box since she is on the go traveling.

**Car parked in residents stall**- **An under age tenant was given a car under fathers name.** Mother requested 30 days at least for lack of funds and paper work she was only given two weeks to process legal papers over to daughter since mother does not drive. Mother mentioned to Jan, she would have brought ill feelings between neighbors because of false accusations. No proof from management about car parked in her stall. No compassion.

**Laura Santiago** group leader for Lanakila meals on wheels is harassed by manager Janice Mizusawa making false accusations and getting away with it! Where does it stop!! We have strived to work with management. Please view our needs to correct errors. Most of us are very grateful living productive, meaningful lives and making time to improve our neighborhood. This is the best public housing neighborhood and number #1 group of people. Please help us make this pono!

Sincerely,

A handwritten signature in cursive script that reads "Jean Peters". The signature is written in black ink and is positioned above the printed name.

Jean Peters

**From:** clarissa hosino [kupuna@mail.com]  
**Sent:** Thursday, May 10, 2007 7:29 PM  
**To:** Jean Peters  
**Subject:** Re: encouragement

Hi there,

So glad that you followed through with your conviction, you must believe in what your calling is so that you are able to fulfill what your goals are.

As a christian and a minister to the Father and Son Jesus I believe we all have a purpose in our calling and I know that your calling is to help the people of Hawaii. We are all predestinated in what our Heavenly Father has instore for us and we must follow our heart and not what is in our mind.

Be strong in what you believe is right and let no person to discourage you in the accomplishments that you can achieve for yourself and for the people who need someone to be supportive to their needs. I will share a short story with you in how I became the person I am today. I was instructed by the spirit of God that I was to return to honolulu from california and move into the Elderly housing, to accomplish the needs of people who have been neglected and to be the intercessor of our people who are not able to speak for themselves. I really didn't want to have that responsibility after raising my 7 children and grand children of 32. I would constantly have the same instruction and finally after opening my olelo of gathering the lost sheep I knew that this was my calling.

Within a year of me being home I became the presdent then the Rab and now Representitive of the State of Hawaii. I listen and obeyed what the Father instructed me to do and his purpose is mine to follow, no matter who or what others tell me, I only do what my god Jehovah instructs me to do.

With that said, Jean you must do what your heart moves you to do and never let anyone to discourage you in anyway.

Congratulations on your persistence and your achievement.

Aloha Kupuna ( Clarissa )

----- Original Message -----

From: "Jean Peters"

To: kupuna@mail.com

Subject:

Date: Thu, 10 May 2007 17:27:27 -1000

HI CLARISSA,

I AM SO EXCITED TO NOTIFY YOU OF THE CHANGE OF MY MANAGERS DECISION.  
 JANICE MISUZAWA MY MANAGER FOR KALAKAUA HOUSING OK'ED THE USE OF THE SOCIAL HALL.  
 AFTER I DROPPED SOME LETTERS AT THE EXECUTIVE OFFICE, JANICE CALLED TO APOLOGIZE FOR NOT CALLING ME BACK.  
 JANICE SAID I AM ALLOWED TO USE THE SOCIAL HALL FOR THE ITOR BOARD MEETING AND THE  
 NEXT TIME I WOULD NEED TO GO THROUGH THE ASSOCIATION INSTEAD.

THE ONLY NEGATIVE PERSON WAS ALAN SUGAGAWA, HE SAID MY MANAGER GAVE ME THE FINAL WORD.  
 I REPLIED, I DO NOT LIKE TO BE IGNORED. ALAN THAN REPLIED, SHE DID NOT IGNORE YOU, YOU ARE NOT

SATISFIED. I SAID YES AND I WANT TO FIND OUT WHAT ELSE CAN BE DONE BECAUSE SHE DID NOT DENY ME IN WRITING.  
HE DID REFER ME TO NORM HO. I DID NOT TRUST HIM TO LEAVE MY LETTERS IN HIS HANDS. I MOVED ON TO THE EXECUTIVE OFFICE AND SPOKE TO PAMELA DUDSON.

I MET PAMELA DUDSON, SHE ASSURED ME MY LETTERS WOULD BE PRESENTED TO RAB AND HPHA BOARD OF DIRECTORS.  
PAMELA WAS VERY PLEASANT AND MENTIONED, SHE WOULD LOOK INTO MY ISSUE. SHE ACT UPON IT VERY QUICKLY, BECAUSE I GOT AN OKAY FROM MY MANAGER WITHIN AN HOUR.

I DO NOT KNOW IF I WANT TO STAY WITH ITOR, I STILL WISH TO SERVE PEOPLE IN PUBLIC HOUSING, THAT IS MY PASSION!  
I HOPE THAT HEAVENLY FATHER WILL SHOW ME THE DIRECTION TO WHERE I CAN SERVE OUR PEOPLE OF LOW INCOME.  
THANK YOU FROM THE BOTTOM OF MY HEART, JUST POINT ME IN THE RIGHT DIRECTION. I CHEERISH THE PERSON YOU ARE AND THE CALLING YOU HAVE! THIS IS A HUGE STEP TO WIN OUR SOCIAL HALL.  
THIS WILL BE BIG NEWS TO OUR ASSOCIATION, THEY HAVE NEVER DONE THIS BEFORE. THIS WILL BE ON THE AGENDA FOR THE NEXT MEETING, I SPEAK TO THE PRESIDENT IN ADVANCE AT OUR LAST ASSOCIATON.

LOVE AND KISSES,

JEAN PETERS



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April 30, 2007

Dear Janice Misuzawa?

As a resident of Kalakaua Housing, I am requesting a reply of your denial, for the use of the Low rise, Mid rise Social Hall.

I definitely feel this is a discrimination against the Non Profit Organization, Island Tenants on the Rise also known as ITOR.

You mentioned that my request is an unusual request! What does that mean?

The administration in your conversation as you mentioned, "Island Tenants on the Rise, held off-site meetings out of public housing"!

Who exactly is administration?

I am confused? Island Tenants on the Rise is not permitted access to the Social Hall because ITOR had not used this building before? You mentioned no policy procedures for the use of the Social Hall. Was that a choice or a rule?

As a tenant of Kalakaua and a representative of ITOR, I am filing a grievance on the grounds of your denial for the use of the Social Hall.

I am requesting a copy of the Policy Procedure for the use of the Social Hall.

ITOR are members from public housing, living in various parts of Oahu.


This would be an opportunity to work with our manager and improve the morale of our residents.

The By laws of Low rise and Mid rise is to improve the relationship between residents and management.

ITOR's Mission is, to create a peaceful home for our residents.

Please reply as soon as possible,

Sincerely,

  
Jean Peters

# KUPUNA COALITION NETWORK

BJAE PROTHO, FOUNDER & CEO

c/o 1 IHOIHO PLACE, #609A

WAHIAWA, HAWAII 96786

(808) 621-2523

May 2, 2007

Janice Mizusawa, Manager  
Kalakaua Housing  
1545 Kalakaua Ave.  
Honolulu, HI 96826

Dear Ms. Mizusawa:

This letter is to confirm that I have hosted several meetings for Island Tenants On the Rise (ITOR) in the Recreation Room of the State Housing Project for Senior Citizens where I live. This is not unusual since we are all aware that the two Recreation Rooms were included in the building plans for use by the tenants of La'iola at Ihoiho Place, just off California Avenue here in Wahiawa. There has never been any problems for our management to schedule use of this space by any tenant for personal parties and/or meetings with other groups, especially a group of other public housing tenants, like ITOR. As a member of ITOR, it was my pleasure to schedule our facility for ITOR's use, since we desire to meet in different projects across the State, in order to be of service to the tenants with their Resident Associations and problems they encounter with Management and/or State Agencies.

It is our understanding that you have refused to schedule use of the meeting room requested by our Secretary, Jean Peters, at Kalakaua Housing for ITOR's monthly meeting. It is our hope that you will reconsider your refusal to provide meeting space, since our group is sanctioned and supported by Federal Laws under the U.S. Department of Housing and Urban Development (HUD). We thank you, in advance, for your assistance with this matter at your earliest convenience.

Mahalo Nui Loa,

  
\_\_\_\_\_  
Bjae Protho

cc: HUD  
RSS  
ITOR

April 28, 2007

To whom it may concern:

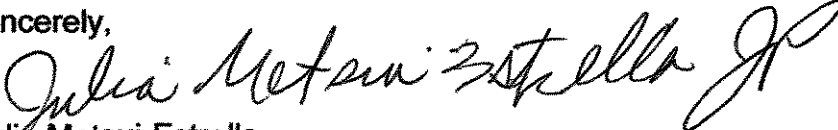
I have been a supporter of Island Tenants on the Rise for ten years. During that time

Island Tenants on the Rise have held meetings in the Kalakakua Social Hall in the past.

HUD regulations encourage organizing of tenants. That is the reason Island Tenants on the Rise received a \$240,000 grant from HUD six years ago to organize tenants statewide. The goal of the grant was to not only organize for four years but to do good followup with tenants after those four years. Please check with Mike Flores to verify what I am seeing in this letter. In holding a meeting at Kalakakua Homes, we are merely doing what HUD wants us to do—to go to each housing complex and share our knowledge with tenants.

I hope you will give Jean Luapo, secretary of Island Tenants on the Rise, the green light to have an ITOR meeting with tenants in the very near future. Thank you for your consideration of this request.

Sincerely,



Julia Matsui-Estrella

Director, Pacific Asian Center for Theologies and Strategies (PACTS)

Supporter of ITOR

cc: HUD



**From:** Jean Peters [jean.peters2@hawaiiantel.net]  
**Sent:** Tuesday, April 24, 2007 9:26 PM  
**To:** Sandy Crisp (grandpa001@netscape.com)  
**Subject:** Social Hall  
please read

April 24, 2007

Dear Jan,

I spoke to you, requesting the use of the Low Rise Social Hall.

My first approach you referred me to Kamalani. I signed up for the use of the Social Hall with Kamalani on April 13, 2007. (Friday)

This is the information I submitted for the use of the Low rise Social Hall.

Date to reserve: May 12, 2007.

Time: 12 – 5pm.

Purpose: Island Tenants on the Rise Board Meeting

Number of people attending: 10

The following week (Wednesday- April 18, 2007) Darlene mentioned you would return my call! I left my cell phone number, (554-7269) unfortunately you were unable to return my call.

Yesterday morning (April 23, 2007) approximately 10:35 I left the same cell phone number for a call back, no response.

If I am denied, I request in writing, the reason Island Tenants on the Rise was turned down.

If further request, documentation stating the reason to deny my request.

If I am notified sooner, I would need to make other arrangements.

If I am not able to answer your call, please leave a message.

I look forward to your reply

Please reply as soon as possible!



Sincerely,

To: Janice Mizusawa  
From: Jean Peters  
Secretary, Island Tenants On the Rise  
Date: 05-11-2007  
Subject: Thank You!

Dear Janice Mizusawa,

I.T.O.R and I appreciate your approval for the use of the Kalakaua Housing Social Hall! I.T.O.R Board Members are pleased to move forward with our board meeting scheduled for May 12, 2007 (Saturday). Sandy Crisp, will be responsible for obtaining the keys to the Social Hall whenever you are ready to release it.

Thank you very much for your help and understanding, and future support!

Sincerely,  
Jean Peters  
Secretary I.T.O.R

A handwritten signature in cursive script, appearing to read "Jean Peters".

April 30, 2007

Dear

My name is Jean Peters and I reside in the Kalakaua Housing.

I signed up for the use of the Social Hall to conduct a Board meeting for Island Tenants on the Rise. Janize Misuzawa refused to sign my request. She checked with the administration if Island Tenants on the Rise held (ITOR) a meeting in Kalakaua.

Jan said, "Island Tenants on the Rise held meetings on an off site public housing place, I will not sign your request!"

My position with ITOR is, Secretary.

Date applied for the use of the Social Hall: April 13, 2007

Date requesting to hold ITOR Board Meeting: May 12, 2007

Time: 12- 5pm

Number of people: 10

Please enlighten me on this subject.

I feel this is an opportunity to work with management.

My cell number: 554-7269

I eagerly await your reply, please call!

Sincerely,



Jean Peters



# Federal Register

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Wednesday,  
June 7, 2000

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Part V

## Department of Housing and Urban Development

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24 CFR Part 245

Tenant Participation in Multifamily  
Housing Projects; Final Rule

## Title 24--Housing and Urban Development

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### CHAPTER II--OFFICE OF ASSISTANT SECRETARY FOR HOUSING-- FEDERAL HOUSING COMMISSIONER, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

#### PART 245--TENANT PARTICIPATION IN MULTIFAMILY HOUSING PROJECTS

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- • 245.5 Purpose.
- • 245.10 Applicability of part.
- • 245.15 Notice to tenants.
- • 245.100 Right of tenants to organize.
- • 245.105 Recognition of tenant organizations.
- • 245.110 Legitimate tenant organizations.
- • 245.115 Protected activities.
- • 245.120 Meeting space.
- • 245.125 Tenant organizers.
- • 245.130 Tenants' rights not to be re-canvassed.
- • 245.135 Enforcement.
- • 245.205 Efforts to obtain assistance.
- • 245.210 Availability of information.
- • 245.305 Applicability of subpart.
- • 245.310 Notice to tenants.
- • 245.315 Materials to be submitted to HUD.
- • 245.320 Request for increase.
- • 245.325 Notification of action on request for increase.
- • 245.330 Non-insured projects.
- • 245.405 Applicability of subpart.
- • 245.410 Notice to tenants.
- • 245.415 Submission of materials to HUD: Timing of submission.
- • 245.416 Initial submission of materials to HUD: Conversion from project-paid utilities to tenant-paid utilities or a reduction in tenant utility allowances.
- • 245.417 Initial submission of materials to HUD: Conversion of residential units to a nonresidential use, or to cooperative housing or condominiums.
- • 245.418 Initial submission of materials to HUD: Partial release of mortgage security.
- • 245.419 Initial submission of materials to HUD: Major capital additions.
- • 245.420 Rights of tenants to participate.
- • 245.425 Submission of request for approval to HUD.

245.430 Decision on request for approval.

245.435 Non-insured projects: Conversion from project-paid utilities to tenant-paid utilities or a reduction in tenant utility allowances.

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**PART 245—TENANT PARTICIPATION  
IN-MULTIFAMILY HOUSING PROJECTS**

1. The authority citation for 24 CFR part 245 continues to read as follows:

Authority: 12 U.S.C. 17152-1b; 42 U.S.C. 3535(d).

**Subpart A—General Provisions**

**§ 245.10 [Amended]**

2. Amend 24 CFR 245.10 as follows:

- a. Remove paragraph (a)(2);
- b. Remove from paragraph (c) the definition of "Section 202 Loans for the Elderly or Handicapped BMIR Program";
- c. Redesignate paragraphs (a)(3) and (a)(4) as paragraphs (a)(2) and (a)(3), respectively;
- d. Revise redesignated paragraphs (a)(2)(ii) and (a)(3); and
- e. Add paragraphs (a)(4)-(7) to read as follows:

**§ 245.10 Applicability of part.**

- (a) \* \* \*
- (2) \* \* \*
- (ii) Was sold by the Secretary subject to a mortgage insured or held by the Secretary and an agreement to maintain the low- and moderate-income character of the project;
- (3) *State or local housing finance agency project.* The project receives assistance under section 236 of the National Housing Act (12 U.S.C. 1715z-1) or the Rent Supplement Program administered through a State or local housing finance agency, but does not have a mortgage insured under the National Housing Act or held by the Secretary. Subject to the further limitation in paragraph (b) of this section, only the provisions of subparts A and C of this part and of subpart D of this part for requests for approval of a conversion of a project from project-paid utilities to tenant-paid utilities or of a reduction in tenant utility allowances, apply to a mortgagor of such a project;
- (4) The project receives project-based assistance under section 8 of the United States Housing Act of 1937 (this regulation does not cover tenant participation in PHAs that administer such project-based assistance);
- (5) The project receives enhanced vouchers under the Low-Income Housing Preservation and Resident Homeownership Act of 1990, the provisions of the Emergency Low Income Housing Preservation Act of 1987, or the Multifamily Assisted Housing Reform and Affordability Act of 1997, as amended;
- (6) The project receives assistance under the Section 202 Direct Loan program or the Section 202 Supportive Housing for the Elderly program; or
- (7) The project receives assistance under the Section 811 Supportive Housing for Persons with Disabilities program.

3. Subpart B is revised to read as follows:

**Subpart B—Tenant Organizations**

Sec.

- 245.100 Right of tenants to organize.
- 245.105 Recognition of tenant organizations.
- 245.110 Legitimate tenant organizations.
- 245.115 Protected activities.
- 245.120 Meeting space.
- 245.125 Tenant organizers.
- 245.130 Tenants' rights not to be canvassed.
- 245.135 Enforcement.

**Subpart B—Tenant Organizations**

**§ 245.100 Right of tenants to organiza.**

The tenants of a multifamily housing project covered under § 245.10 have the right to establish and operate a tenant organization for the purpose of addressing issues related to their living environment, which includes the terms and conditions of their tenancy as well as activities related to housing and community development.

**§ 245.105 Recognition of tenant organizations.**

Owners of multifamily housing projects covered under § 245.10, and their agents, must:

- (a) Recognize legitimate tenant organizations; and (b) Give reasonable consideration to concerns raised by legitimate tenant organizations.

**§ 245.110 Legitimate tenant organizations.**

A tenant organization is legitimate if it has been established by the tenants of a multifamily housing project covered under § 245.10 for the purpose described in § 245.100, and meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives.

**§ 245.115 Protected activities.**

- (a) Owners of multifamily housing projects covered under § 245.10, and their agents, must allow tenants and tenant organizers to conduct the following activities related to the establishment or operation of a tenant organization:
  - (1) Distributing leaflets in lobby areas;
  - (2) Placing leaflets at or under tenants' doors;
  - (3) Distributing leaflets in common areas;
  - (4) Initiating contact with tenants;
  - (5) Conducting door-to-door surveys of tenants to ascertain interest in establishing a tenant organization and to offer information about tenant organizations;
  - (6) Posting information on bulletin boards;
  - (7) Assisting tenants to participate in tenant organization activities;

(8) Convening regularly scheduled tenant organization meetings in a space on site and accessible to tenants, in a manner that is fully independent of management representatives. In order to preserve the independence of tenant organizations, management representatives may not attend such meetings unless invited by the tenant organization to specific meetings to discuss a specific issue or issues; and

(9) Formulating responses to owner's requests for:

- (i) Rent increases;
- (ii) Partial payment of claims;
- (iii) The conversion from project-based paid utilities to tenant-paid utilities;

(iv) A reduction in tenant utility allowances;

(v) Converting residential units to non-residential use, cooperative housing, or condominiums;

(vi) Major capital additions; and

(vii) Prepayment of loans.

(b) In addition to the activities listed in paragraph (a) of this section, owners of multifamily housing projects covered under § 245.10, and their agents, must allow tenants and tenant organizers to conduct other reasonable activities related to the establishment or operation of a tenant organization.

(c) Owners of multifamily housing projects and their agents shall not require tenants and tenant organizers to obtain prior permission before engaging in the activities permitted under paragraphs (a) and (b) of this section.

**§ 245.120 Meeting space.**

(a) Owners of multifamily housing projects covered under § 245.10, and their agents, must reasonably make available the use of any community room or other available space appropriate for meetings that is part of the multifamily housing project when requested by:

(1) Tenants or a tenant organization and used for activities related to the operation of the tenant organization; or

(2) Tenants seeking to establish a tenant organization or collectively address issues related to their living environment.

(b) Tenant and tenant organization meetings must be accessible to persons with disabilities, unless this is impractical for reasons beyond the organization's control. If the complex has an accessible common area or areas, it will not be impractical to make organizational meetings accessible to persons with disabilities.

(c) *Fees.* An owner of a multifamily housing project covered under § 245.10 may charge a reasonable, customary and usual fee, approved by the Secretary as may normally be imposed for the use of such facilities in accordance with procedures prescribed by the Secretary, for the use of meeting space. An owner may waive this fee.

**§ 245.125 Tenant organizers.**

(a) A tenant organizer is a tenant or non-tenant who assists tenants in establishing and operating a tenant organization, and who is not an employee or representative of current or prospective owners, managers, or their agents.

(b) Owners of multifamily housing projects covered under § 245.10, and their agents, must allow tenant organizers to assist tenants in establishing and operating tenant organizations.

(c) *Non-tenant tenant organizers.* (1) If a multifamily housing project covered under § 245.10 has a consistently enforced, written policy against canvassing, then a non-tenant tenant organizer must be accompanied by a tenant while on the property of the multifamily housing project, except in the case of recipients of HUD Outreach and Assistance Training Grants ("OTAG") or other direct HUD grants designed to enable recipients to provide education and outreach to tenants concerning HUD's mark-to-market program (see 24 CFR parts 401 and 402), who are conducting eligible activities as defined in the applicable Notice of Funding Availability for the grant or other effective grant document.

(2) If a multifamily housing project covered under § 245.10 has a written policy favoring canvassing, any non-tenant tenant organizer must be afforded the same privileges and rights of access as other uninvited outside parties in the normal course of operations. If the project does not have a consistently enforced, written policy against canvassing, the project shall be treated as if it has a policy favoring canvassing.

**§ 245.130 Tenants' rights not to be re-canvassed.**

A tenant has the right not to be re-canvassed against his or her wishes regarding participation in a tenant organization.

**§ 245.135 Enforcement**

(a) Owners of housing identified in § 245.10, and their agents, as well as any principals thereof (as defined in 24 CFR 24.105), who violate any provision of this subpart so as to interfere with the organizational and participatory rights of tenants, may be liable for sanctions under 24 CFR part 24. Such sanctions may include:

(1) *Debarment.* A person who is debarred is prohibited from future participation in Federal programs for a period of time. The specific rules and regulations relating to debarment are found at 24 CFR part 24, subpart C.

(2) *Suspension.* Suspension is a temporary action with the same effect as debarment, to be taken when there is adequate evidence that a cause for debarment may exist and immediate action is needed to protect the public interest. The specific rules and regulations relating to suspension are found at 24 CFR part 24, subpart D.

(3) *Limited Denial of Participation.* An LDP generally excludes a person from future participation in the Federal program under which the cause arose. The duration of an LDP is generally up to 12 months. The specific rules and regulations relating to LDPs are found at 24 CFR subpart G.

(b) These sanctions may also apply to affiliates (as defined in 24 CFR part 24) of these persons or entities.

(c) The procedures in 24 CFR part 24 shall apply to actions under this subpart.

Dated: June 1, 2000.

William C. Appax,

Assistant Secretary for Housing-Federal Housing Commissioner.

[FR Doc. 00-14217 Filed 6-2-00; 2:57 pm]

BILLING CODE 4210-33-P



- 14.157—Supportive Housing for the Elderly (Section 202)
- 14.181—Supportive Housing for Persons with Disabilities (Section 811)
- 14.188—Housing Finance Agency (HFA) Risk Sharing Pilot Program (Section 542(c))
- 14.856—Lower Income Housing Assistance Program—Section 8 Moderate Rehabilitation

#### List of Subjects

##### 24 CFR Part 5

Administrative practice and procedure, Aged, Claims, Drug abuse, Drug traffic control, Grant programs—housing and community development, Grant programs—Indians, Individuals with disabilities, Loan programs—housing and community development, Low- and moderate-income housing, Mortgage insurance, Pets, Public housing, Rent subsidies, Reporting and recordkeeping requirements.

##### 24 CFR Part 207

Manufactured homes, Mortgage insurance, Reporting and recordkeeping requirements, Solar energy.

##### 24 CFR Part 266

Aged, Fair housing, Intergovernmental relations, Mortgage insurance, Low and moderate income housing, Reporting and recordkeeping requirements.

##### 24 CFR Part 880

Grant programs—housing and community development, Rent subsidies, Reporting and recordkeeping requirements.

##### 24 CFR Part 881

Grant programs—housing and community development, Rent subsidies, Reporting and recordkeeping requirements.

##### 24 CFR Part 882

Grant programs—housing and community development, Homeless, Lead poisoning, Manufactured homes, Rent subsidies, Reporting and recordkeeping requirements.

##### 24 CFR Part 883

Grant programs—housing and community development, Rent subsidies, Reporting and recordkeeping requirements.

##### 24 CFR Part 884

Grant programs—housing and community development, Rent subsidies, Reporting and recordkeeping requirements, Rural areas.

##### 24 CFR Part 886

Grant programs—housing and community development, Lead poisoning, Rent subsidies, Reporting and recordkeeping requirements.

##### 24 CFR Part 891

Aged, Capital advance programs, Civil rights, Grant programs—housing and community development, Individuals with disabilities, Loan programs—housing and community development, Low- and moderate-income housing, Mental health programs, Rent subsidies, Reporting and recordkeeping requirements.

##### 24 CFR Part 965

Energy conservation, Government procurement, Grant programs—housing and community development, Lead poisoning, Loan programs—housing and community development, Public housing, Reporting and recordkeeping requirements, Utilities.

##### 24 CFR Part 983

Grant programs—housing and community development, Rent subsidies, Reporting and recordkeeping requirements.

Accordingly, for the reasons stated in the preamble, title 24 of the CFR is proposed to be amended as follows:

#### **PART 5—GENERAL HUD PROGRAM REQUIREMENTS; WAIVERS**

1. The authority citation for 24 CFR part 5 continues to read as follows:

**Authority:** 42 U.S.C. 3535(d), unless otherwise noted.

2. A new subpart G is added to part 5 to read as follows:

##### **Subpart G—Physical Condition Standards and Inspection Requirements**

Sec.

5.701 Applicability.

5.703 Physical condition standards for HUD housing that is decent, safe, sanitary and in good repair (DSS/GR).

5.705 Uniform physical inspection requirements.

##### **Subpart G—Physical Condition Standards and Inspection Requirements**

###### **§ 5.701 Applicability.**

(a) This subpart applies to housing assisted by HUD under the following programs:

(1) All Section 8 project-based assistance. "Project-based assistance" means Section 8 assistance that is attached to the structure (see § 982.1(b)(1) regarding the distinction between "project-based" and "tenant-based" assistance);

(2) Section 202 Program of Supportive Housing for the Elderly;

(3) Section 811 Program of Supportive Housing for Persons with Disabilities;

(4) Section 202 loan program for projects for the elderly and handicapped (including 202/8 projects and 202/162 projects).

(b) This subpart also applies to housing with mortgages insured or held by HUD, or housing that is receiving assistance from HUD, under the following authorities:

(1) Section 207 of the National Housing Act (NHA) (12 U.S.C. 1701 *et seq.*) (Rental Housing Insurance);

(2) Section 213 of the NHA (Cooperative Housing Insurance);

(3) Section 220 of the NHA (Rehabilitation and Neighborhood Conservation Housing Insurance);

(4) Section 221(d)(3) and (5) of the NHA (Housing for Moderate Income and Displaced Families);

(5) Section 221(d)(4) of the NHA (Housing for Moderate Income and Displaced Families);

(6) Section 231 of the NHA (Housing for Elderly Persons);

(7) Section 232 of the NHA (Mortgage Insurance for Nursing Homes, Intermediate Care Facilities, Board and Care Homes);

(8) Section 234(d) of the NHA (Rental) (Mortgage Insurance for Condominiums);

(9) Section 236 of the NHA (Rental and Cooperative Housing for Lower Income Families);

(10) Section 241 of the NHA (Supplemental Loans for Multifamily Projects); and

(11) Section 542(c) of the Housing and Community Development Act of 1992 (12 U.S.C. 1707 note) (Housing Finance Agency Risk Sharing Program).

(c) This subpart also applies to Public Housing (housing receiving assistance under sections 5, 9, or 14 of the U.S. Housing Act of 1937).

(d) For purposes of this subpart, the term "HUD housing" means the types of housing listed in paragraphs (a), (b), and (c) of this section.

###### **§ 5.703 Physical condition standards for HUD housing that is decent, safe, sanitary and in good repair (DSS/GR).**

HUD housing must be decent, safe, sanitary and in good repair. Owners of housing described in § 5.701 (a), mortgagors of housing described in § 5.701 (b), and PHAs and other entities approved by HUD owning housing described in § 5.701 (c) must maintain such housing in a manner that meets the physical condition standards set forth in this section in order to be considered decent, safe, sanitary and in good repair.

These standards address the major areas of the HUD housing: the site; the building exterior; the building systems; the dwelling units; the common areas; and health and safety considerations.

(a) *Site.* The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/project signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair. The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards.

(b) *Building exterior.* Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair.

(c) *Building systems.* Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair.

(d) *Dwelling units.* (1) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid, ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair.

(2) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units may not contain water facilities).

(3) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste.

(4) The dwelling unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each level of the unit.

(e) *Common areas.* The common areas must be structurally sound, secure, and functionally adequate for the purposes intended. The basement/garage/carport, restrooms, closets, utility, mechanical,

community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair. All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair. These standards for common areas would apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities.

(f) *Health and safety concerns.* All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and are accessible to all residents, and have hand rails that are undamaged and have no other observable deficiencies. The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris. The housing must have no evidence of electrical hazards, natural hazards, or fire hazards. The dwelling units and common areas must have proper ventilation and be free of mold, odor, or other observable deficiencies. The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards and have available proper certifications of such (see 24 CFR part 35).

(g) *Compliance with State and local codes.* The physical condition standards in this section do not supersede or preempt State and local codes building and maintenance with which HUD housing must comply. HUD housing must continue to adhere to these codes.

#### **§ 5.705 Uniform physical inspection requirements.**

Any entity responsible for conducting a physical inspection of HUD housing, to determine compliance with this subpart, must inspect such HUD housing annually (unless otherwise specifically notified by HUD), in accordance with HUD-prescribed physical inspection procedures. For Public Housing, PHAs have the option to inspect Public Housing units using

the procedures prescribed in accordance with this section.

#### **PART 207—MULTIFAMILY HOUSING MORTGAGE INSURANCE**

3. The authority citation for 24 CFR part 207 continues to read as follows:

*Authority:* 12 U.S.C. 1701z-11(e), 1713, and 1715b; 42 U.S.C. 3535(d).

4. A new § 207.260 is added, immediately after § 207.259a, to read as follows:

#### **§ 207.260 Maintenance and inspection of property.**

As long as the mortgage is insured or held by the Commissioner, the mortgagor must maintain the insured project in accordance with the physical condition requirements in 24 CFR part 5, subpart G; and the mortgagee must inspect the project in accordance with the physical inspection requirements in 24 CFR part 5, subpart G.

#### **PART 266—HOUSING FINANCE AGENCY RISK-SHARING PROGRAM FOR INSURED AFFORDABLE MULTIFAMILY PROJECT LOANS**

5. The authority citation for 24 CFR part 266 continues to read as follows:

*Authority:* 12 U.S.C. 1707; 42 U.S.C. 3535(d).

#### **§ 266.505 [Amended]**

6. Section 266.505 is amended by removing and reserving paragraph (b)(6).

7. A new § 266.507 is added, to read as follows:

#### **§ 266.507 Maintenance requirements.**

The mortgagor must maintain the project in accordance with the physical condition standards in 24 CFR part 5, subpart G.

8. In § 266.510, paragraph (a) is revised to read as follows:

#### **§ 266.510 HFA responsibilities.**

(a) *Inspections.* The HFA must perform inspections in accordance with the physical inspection procedures in 24 CFR part 5, subpart G.

\* \* \* \* \*

#### **PART 880—SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM FOR NEW CONSTRUCTION**

9. The authority citation for 24 CFR part 880 continues to read as follows:

*Authority:* 42 U.S.C. 1437a, 1437c, 1437f, 3535(d), 12701, and 13611-13619.

10. Section 880.201 is amended by revising the definition of "Decent, safe and sanitary", to read as follows:

WHEN! I DID MENTION THAT WE HELD A MEETING AT ANOTHER HOUSING IN WAHIAWA.

QUESTION:

WHO IS ADMINISTRATION?

WOULD THIS BE AN INDIVIDUAL OR A NUMBER OF PEOPLE?

APRIL 23, 2007

I SPOKE TO BJAЕ; WE WERE DENIED THE USE OF THE HALL WAY.

SHE AND I AGREED IT IS A DISCRIMINATION AGAINST ITOR.

WE HAD A MEETING ON APRIL THE 14, FOR THE BOARD MEETING.

APRIL 23, 2007

I SPOKE TO JULIA ESTRELLA TO WRITE A LETTER STATING WHAT SHE TOLD ME, ITOR DID HOLD MEETINGS

AT KALAKAUA HOME TWICE.

JULIA WILL WRITE A LETTER, ITOR HELD MEETINGS IN KALAKAUA IN THE PAST, TWICE!

JULIA'S COMMENT ALSO, HUD GAVE US GRANTS TO SUPPORT THE ORGANIZATION

**APRIL 23, 2007**

ABOUT 7:30, AFTER ATTENDING THE KALAKAUA ASSOCIATION, I SPOKE TO KAMALAN.

RECALLING TO HER, TWO

SEPARATE OCCASIONS I SPOKE TO JAN, SHE DID NOT RETURN MY CALLS EVEN IF I

LEFT MY CELL NUMBER.

DARLENE TOOK MY CELL NUMBERS AND STILL TWICE, NO CALL BACK.

ON APRIL 18, AND THE 23, 2007 ARE MY CALLS TO THE OFFICE, DARLENE ANSWERED THE PHONE.

APRIL 27, 2007

REFERRED TO THE PROPERTY MANAGEMENT

I SPOKE TO SOMEONE, WHO IN TURN SAID; MESSAGE WILL BE PASSED TO JOANN.

JOANN IS SUPPOSE TO RETURN MY CALL

TIME CALLED: APPROX 10AM.

MONIQUE CALLED AT ABOUT 4:30, I RECALLED EVERYTHING I DID UP TO THIS POINT.

I SPOKE TO SANDY AND RECALLED EVERYTHING.

I SENT THIS COPY TO BOARD MEMBERS AND SUPPORTERS FOR ITOR.

April 24, 2007

Dear Jan,

I spoke to you, requesting the use of the Low Rise Social Hall.

My first approach you referred me to Kamalani. I signed up for the use of the Social Hall with Kamalani on April 13, 2007. (Friday)

This is the information I submitted for the use of the Low rise Social Hall.

Date to reserve: May 12, 2007.

Time: 12 – 5pm.

Purpose: Island Tenants on the Rise Board Meeting

Number of people attending: 10

The following week (Wednesday- April 18, 2007) Darlene mentioned you would return my call! I left my cell phone number, (554-7269) unfortunately you were unable to return my call.

Yesterday morning (April 23, 2007) approximately 10:35 I left the same cell phone number for a call back, no response.

If I am denied, I request in writing, the reason Island Tenants on the Rise was turned down. I further request, documentation stating the reason to deny my request.

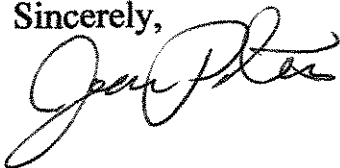
If I am notified sooner, I would need to make other arrangements.

If I am not able to answer your call, please leave a message.

I look forward to your reply

Please reply as soon as possible!

Sincerely,



Jean Peters

*submitted to Jan but  
no reply*

HI BOARD MEMBERS, SUPPORTS

**APRIL 25, 2007** (WEDNESDAY)

HUD OFFICE:  
500 ALA MOANA BLVD.  
SUITE 3A  
GROUND FLOOR, ACROSS FAMILY COURT  
CORNER SIDE OF FEDERAL BLD

I WAITED AN HOUR TO SPEAK TO MICHEAL FLORES ON THE PHONE.  
THREE REFERRAL NAMES:

1. PAM DUDSON AT SCHOOL 1002
2. PATTY MIAMOTO  
- REQUEST POLICY USE OF THE COMMUNITY SOCIAL HALL.  
PH# 832 - 3835  
REQUEST FOR A HEARING GRIEVANCE
3. CLORISA HOSINO, HAWAII PUBLIC AUTHORITY BOARD MEMBER,  
WHO REPRESENTS THE RESIDENTS.

MY CONVERSATION TO MR. FLORES:

HI MR. FLORES. MY NAME IS JEAN PETERS I AM A RESIDENT OF THE KALAKAUA HOUSING. I AM THE SECRETARY FOR THE ADVOCATE GROUP, ISLAND TENANTS ON THE RISE. I HAD REQUEST THE USE OF THE SOCIAL HALL FOR A BOARD MEETING FOR ISLAND TENANTS ON THE RISE (ITOR) I WAS DENIED. I DO NOT UNDERSTAND AND NEED INFORMATION. I AM A RESIDENT OF KALAKAUA AND THE BOARD MEMBERS ARE RESIDENTS OF PUBLIC HOUSING. MR. FLORES KNEW JAN, HE CALLED HER BY HER LAST NAME TOO. I FINISHED OUR CONVERSATION BY THANKING HIM AND RETURNED TO WORK.

MICHEAL FLORES COMMENTS:

WE ARE A **NON PROFIT** ORGANIZATION THEREFORE, MANAGEMENT IS NOT ABLIGATED TO PROVIDE THE USE OF THE FACILITY!

**WHAT DOES THAT MEAN?**

THIS ISSUE IS NOT A DISCRIMINATION

REQUEST FOR A PERSONAL GATHERING, EXAMPLE: CHURCH .

REQUEST IN WRITING A LETTER OF DENIAL, FOR THE USE OF THE SOCIAL HALL. GOING THROUGH THE MOTION MYSELF, WILL HELP ME KNOW THE PROCEDURES AND GET TO KNOW THE PEOPLE IN THE DIFFERENT DEPARTMENTS. TO BE MORE FAMILIAR WITH RULES AND REGULATIONS. AN OPPORTUNITY TO PRACTICE, FREEDOM OF SPEECH. ON THE HUMOROUS SIDE, STUDENTS IN PUBLIC SCHOOLS SHOULD TAKE A DEBATE CLASS.

**APRIL 23, 2007** (MONDAY)

I RETURNED A CALL FROM JAN ABOUT (9:15) NINE FIFTEEN AM. JAN REFUSED TO SIGN MY REQUEST FOR THE USE OF THE KALAKAUA LOW RISE AND SOCIAL HALL. JAN SPOKE TO THE ADMINISTRATION, THEIR REPLY WAS, ISLAND TENANTS ON THE RISE (ITOR) HELD MEETINGS OFF SITE OF THE PUBLIC HOUSING. I DID MENTION TO JAN, I TOR HELD MEETINGS IN KALAKAUA. SHE ASKED, WHEN! I DID MENTION THAT WE HELD A MEETING AT ANOTHER HOUSING IN WAHIAWA.

QUESTION:

WHO IS ADMINISTRATION?  
AN INDIVIDUAL OR A NUMBER OF PEOPLE?

APRIL 23, 2007

I SPOKE TO BJAIE, WE WERE DENIED THE USE OF THE HALL WAY.  
SHE AND I AGREED IT IS A DISCRIMINATION AGAINST ITOR.  
WE HAD A MEETING ON APRIL THE 14, FOR THE BOARD MEETING.

APRIL 23, 2007

I SPOKE TO JULIA ESTRELLA TO WRITE A LETTER STATING WHAT SHE TOLD ME, ITOR  
DID HOLD MEETINGS  
AT KALAKAUA HOME TWICE.  
JULIA WILL WRITE A LETTER, ITOR HELD MEETINGS IN KALAKAUA IN THE PAST, TWICE!  
JULIA'S COMMENT ALSO, HUD GAVE US GRANTS TO SUPPORT THE ORGANIZATION

APRIL 20, 2007

ABOUT 7:30, AFTER ATTENDING THE KALAKAUA ASSOCIATION, I SPOKE TO KAMALAN.  
RECALLING TO HER, TWO  
SEPARATE OCCASIONS I SPOKE TO JAN, SHE DID NOT RETURN MY CALLS EVEN IF I  
LEFT MY CELL NUMBER.  
DARLENE TOOK MY CELL NUMBERS AND STILL TWICE, NO CALL BACK.  
ON APRIL 18, AND THE 23, 2007 ARE MY CALLS TO THE OFFICE, DARLENE ANSWERED  
THE PHONE.

JEAN PETERS



**Jean Peters**


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**From:** Jean Peters [jean.peters2@hawaiiantel.net]  
**Sent:** Tuesday, July 10, 2007 11:55 PM  
**To:** 'Jean Peters'; 'lrietanae@yahoo.com'; Sandy Crisp (grandpa001@netscape.com)  
**Subject:** FW: INFORMATION FOR ASSOC:

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**From:** Jean Peters [mailto:jean.peters2@hawaiiantel.net]  
**Sent:** Wednesday, June 20, 2007 7:16 PM  
**To:** 'Jean Peters'  
**Subject:** FW: INFORMATION FOR ASSOC:

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**From:** clarissa hosino [mailto:kupuna@mail.com]  
**Sent:** Tuesday, June 19, 2007 6:12 PM  
**To:** allan.sagayaga@hcdch.hawaii.gov  
**Cc:** Jean Peters; Sandra President  
**Subject:** Re: INFORMATION FOR ASSOC:

Hi Allan,  
 Thanks for the input, I am sending kalakaua a copy of your reply.  
 It is very helpful to address associations with that information as it is  
 also knowledgeble for me. Once again thank you.

----- Original Message -----

**From:** allan.sagayaga@hcdch.hawaii.gov  
**To:** "clarissa hosino"  
**Subject:** Re: INFORMATION FOR ASSOC:  
**Date:** Tue, 19 Jun 2007 16:21:47 -1000

Clarissa,

The feedback I have is in RED. Just some thoughts that I have concerning what was discussed at the workshop.

Allan Sagayaga  
 Program Specialist  
 Hawaii Public Housing Authority  
 PMMSB

"clarissa hosino"  
 <kupuna@mail.com>

**To:** "Allan Sagayaga" <allan.sagayaga@hcdch.hawaii.gov>, "Jean Peters"  
 <jean.peters2@hawaiiantel.net>, "Sandra President" <grandpa001@netscape.com>

06/18/2007 03:57 PM

**cc:**  
**Subject:** INFORMATION FOR ASSOC:

WORK SHOP FOR PUBLIC HOUSING ASSOCIATION <?xml:namespace  
prefix = o ns = "urn:schemas-microsoft-com:office:office" />

BY: CLARISSA HOSINO

HPHA BOD

PLACE: KALANIHUIA HALL  
1220 AALA ST. HON. HI 96817

DATE: JUNE 16, 2007  
TIME: 10 AM - 3PM

PRESENT:  
NORA OLIPHANT, BILL  
DIANE NICKENS, JEAN PETERS  
ROY

ANNUAL BUDGET DUE JUNE 19, 2007  
CHECK W/ KAMALANI  
ALAN SAGAYAGA RECIEVES THE BUDGET  
DAINA GAVE KAMALANI IN MAY.  
CONDUCTING GENERAL MEETINGS  
STAFF MEMBERS OF MANAGEMENT ARE ALLOWED AT ASSOCIATION  
MEETINGS WHEN INVITED.

We encourage associations to work with their management units and invite them to their meetings on a regular basis so that a relationship can form with them. In addition, problems can be brought up directly to the manager so that they are made aware of the situations in the project(s) directly.

ONLY THOSE ON THE AGENDA ARE INVITED.

Associations that wanted closed meetings for only residents and board members, should change their by-laws to reflect that.

ONLY 5 MEMBERS ON THE BOARD IS NECESSARY.

ONLY ONE SECRETARY IS NEEDED.

ASSOCIATION MEMBERS MAKE THE DECISIONS NOT MANAGEMENT STAFF.

Again we encourage associations to work with their managers. It is not a "us" vs. "them" situation but solutions to problems are found when the association and residents work with management. In situations where it involves the residents and associations, (community activities etc) I agree that association should make those decisions.

ASSOCIATION MEMBERS WILL APPOINT AN ADVISOR TO ASSIST  
BOARD MEMBERS AND RESIDENTS IN ALL AFFAIRS NOT MANAGEMENT  
STAFF!



Isn't the association the body that fields the issues of the residents? So I am confused as to why an advisor needs to be appointed when there is a resident association board in place.

SUGGESTED: SANDY MAY STEP DOWN AS SECRETARY, SANDY AGREES TO FILL THE POSITION AS AN ADVISOR.

ASSOCIATION ADVISOR CAN BE A RESIDENT OR SOMEONE OUTSIDE OF PUBLIC HOUSING BUT HE OR SHE MUST RECOGNIZE THE NEEDS AND ISSUES OF RESIDENTS AND BE FAMILIAR WITH BY LAWS, RENT LEASE, AND OTHER PROCEDURES.

UNINVITED GUEST MUST LEAVE.

Again, if the association doesn't want uninvited guest to their meetings, they should amend their bylaws to state that.

RIGHTS OF BOARD MEMBERS

BOARD MEMBERS MAKE DECISIONS WITH THE SUPPORT OF RESIDENTS!

ALWAYS REVIEW BY LAWS AND RENT LEASE! BRING TO MEETINGS ALWAYS.

BILL WILL EXPLAIN

VOLUM #1, #2 - SEE BILL (#3 LATER)

(TWO SEPARATE STACKS OF PAPER)

VIDEOS AVAILABLE ON REQUEST BY RESIDENT SERVICES.

There are no videos. There were pamphlets handed out to all management units and mailed to association presidents. These took the place of the videos that needed to be watched for the participation funds.

ANY AGENCY ON THE PREMISES OF KALAKAUA ARE TO MEET THE ASSOCIATION BOARD.

EX: SHARE PROGRAM

MEAL SITE - LANAKILA

Resident associations should invite programs that are on sight to come to the general association meetings to inform residents of the services that they offer. It would be a good way for the board members to meet them and inform resident of services that are available.

CONDUCTING ELECTIONS

SELECT THREE (3) PEOPLE

Only 1 person is needed to overlook the elections but that person should have no affiliation with HPHA-called a 3rd party observer. At an election, the 3rd party observer basically runs the elections, with management there to verify that those who are voting really live in the project. We used to get our third party observers from non-profit agencies, churches or schools

NO AFFILIATION WITH HPHA, AND NONE RESIDENTS OF KALAKAUA.

PURCHASE A VOTING BOX

- VOTING BOX MUST BE A STURDY BOX W/ A KEY.

Since there is a third party observer conducting the elections, just a box with a slit on the top is sufficient. The cost of a lock box would cost too much but if it

is used for other purposes it is a decision that the association may need to make. The votes are counted once the election is over.

- MULTIPLE USE FOR COMPLAINTS DONATION, AND A SUGGESTION BOX.

ASSIST W/ VOTING, TALLING VOTES, AND SAFE HOLDING OF THE VOTING BOX.

- VOTES COUNTED AND ADDRESSED TO THE RESIDENTS OF THE ELECTION PROCESS.

PROCEDURES, POLICIES, GUIDELINES

READ AND DISCUSS BY LAWS AS A BOARD (1 PAGE EACH TO REVIEW)

REVIEW, REVISE, BY LAWS AS NEEDED

REVIEW RENT LEASE IN ORDER TO ASSESS, ASSIST TENANTS WITH ISSUES.

KEEP BY LAWS AND RENT LEASE ON HAND TO ADDRESS ISSUES.

HOW TO ADDRESS ISSUES ;

WITH A COMPLAINT FORM TO MANAGEMENT

RESIDENTS PRESENT THEIR PROBLEMS .

MANAGEMENT ADDRESS COMPLAINT AND RESPOND TO COMPLAINANT.

IF NOT SATISFIED BY RESPONSE.

THE BOARD WILL ADDRESS THE ISSUES TO MANAGEMENT

DOCUMENT ALL ISSUES! (WWW)

IDENTIFY YOURSELF

WHAT IS THE PROBLEM?

WHEN IT STARTED. (DATES, TIMES)

WHO DOES IT INVOLVE?

WHO ELSE CAN SUPPORT YOUR ISSUE?

OTHER EVIDENCE OF SUPPORT?

MEDICAL DOCUMENTS, FRIEND, FAMILY!

LAST, WHAT IS YOUR SOLUTION?

PRESENT YOUR ISSUE IN A LETTER.

WHEN PASSING DOCUMENTS TO ANOTHER PERSON, HAVE IT SIGNED, AND STAMPED, AS EVIDENCE RECEIVED.

OFFICE CLERKS STAMPS DOCUMENTS RECEIVED THAT DAY.

REQUEST LETTERS STAMPED.

FOLLOW UP AFTER SEVEN DAYS (7)

NORA WILL EXPLAIN

SEE DAINA TO ZEROX COPIES

UNSATISFIED W/ YOUR COMPLAINTS?

ALL EVIDENCE OF COMPLAINTS  
- DROP OFF AT SCHOOL STREET  
- BUILDING D/ COMPLIANCE FILES  
- GET IT STAMPED, GET SIGNATURE  
OF THE PERSON WHO RECEIVED IT!

MAKE COPIES OF COMPLAINTS TO:  
MANAGEMENT  
- RESIDENT ASSOCIATION BOARD  
- HAWAI PUBLIC HOUSING AUTHORITY  
- EXECUTIVE DIRECTOR  
- EXECUTIVE DIRECTOR ASSISTANT  
TIME WAIT FOR FEED BACK \_30 DAYS

IF ALL ELSE FAILS CONTACT PUBLIC TENANTS RESOURCES:  
DAVID YAW  
[Federaltenants@yahoo.com](mailto:Federaltenants@yahoo.com)  
227 - 0662  
755 D KAIWIULA ST.16C  
761 MCNEIL ST.

CLARISSA HOSINA  
[kupuna@mail.com](mailto:kupuna@mail.com)  
528 - 4448  
KALANIHUIA HALL  
1220 AALA St.  
BERETANIA and AALA  
DRIVE SLOWLY, FIRST CORNER ENTRANCE. LEFT

OTHER ISSUES TO BE ADDRESSED:  
ALL DECISIONS, EXPENSE, RECEITES MUST BE AVAILABLE AT BOARD  
MEETINGS.

LOBBY NEW FURNITURES IN MID RISE  
W/ THE FILTHY COUCHES.

ELEVATOR REPAIR, WHEN?  
MID RISE OUT OF ORDER SINCE 3/17/07

SPEED BUMP, WHEN? DATE WAS ADDRESSED

PAOAKALANI  
17<sup>TH</sup> FLOOR VACANT OVER 3 YEARS  
SEAL IT LIKE MID RISES ROOF!  
MAJORITY ARE FORIEGNERS SO HOW ARE WE TO ASSEMBLE AN

ASSOCIATION.

SEEK OUT OTHER ETHNIC GROUPS TO JOIN THEM, OR IT IS A DISCRIMINATION.

WANT THE USE OF THE MEAL SITE AFTER HOURS NO COOK UNLESS KITCHEN IS CERTIFIED

WANT TO SET UP WORKSHOPS W/ OTHER SKILLED TALENTED PEOPLE.

EXAMPLE:

FIXING FURNITURES

SAFETY ISSUE? MOST WORK DONE IN APT. FINISH PRODUCT TO ASSEMBLE IN THE SOCIAL SPACIAL HALL OF PAOKALANI MEMBERS OF HUI O KALAKAUA MAY PRESENT THEIR ISSUES TO THE BOARD TO PRESENT TO MANAGEMENT.

PAOKALANI AND MAKUA ALII HAS LESS ENGLISH SPEAKING PEOPLE TO GATHER PEOPLE TO BUILD AN ASSOCIATION.

BARBECUE IS EXCEPTABLE ON DESIGNATED AREAS CHECK BY LAWS.

OFFICE MAILING ADDRESS:

MANAGEMENT OFFICE  
1545 KALAKAUA AVENUE  
HONOLULU, HAWAII 96826 - 2476

OFFICE STAFF

MANAGER - JANICE MIZUSAWA

TENANT RELATIONS ADVISOR

K. KAMALANI RODRIGUES

CLERK TYPIST - LOUISE LOW

CLERK - DARLENE KAWASHIGE

OFFICE TELEPHONE 973 – 0193

RESIDENT SERVICES DEPARTMENT: There is no Resident Services Section to do the things that we had done in the past (scheduling workshops and to assist associations). That duty has been passed on to the management units.

SCHEDULE WORK SHOPS TO ASSIST ASSOCIATIONS

-QUESTIONABLE, LACK OF FUNDS

-SEEK NON PROFIT ORGANIZATIONS AND BUSINESSES TO DONATE.

PURPOSE TO CONTINUE WORKSHOP:

TRAIN ASSOCIATIONS PROPERLY TO BOOST MORALE AND ASSIST RESIDENTS TO ELIMINATE INTIMIDATION IN ORDER TO BRING PRIDE INTO OUR HOME.

CLARIFY SENIOR UNITS  
ELDERLY OVER AGE 62

MENTALLY AND PHYSICALLY HANDICAP.  
ARE GRANDPARENTS CARING FOR GRANDCHILDREN ALLOWED IN SENIOR UNITS AND WHAT ARE THE CRITERIA OF EITHER MALE OR FEMALE GRANDCHILD LIVING W/ GRANDPARENT.  
CHILDREN ARE ALLOWED OR ELSE BE HOMELESS  
IF THE GRANDPARENT (S) DIED, WHO WOULD CARE FOR THE CHILD?  
TWO INCIDENTS JAN ALLOWED ONE, OTHER WERE TURNED DOWN WITH THE CASE OF GRANDPARENT TAKING CARE OF CHILD.

SOCIAL HALL

MID RISE- WANT EXCESS TO THE HALL W/ KEY  
LAUNDRY ROOM- OPENS 24-7 W/KEY FOR TENANTS  
LOW RISE LAUNDRY-CHANGE HOURS FROM 6AM – 8PM  
TO 6AM – 10PM  
SURVEY IS ON GOING WITH RESIDENTS APPROVAL  
DRAFT LETTER TO CHANGE LAUNDRY TIME FOR LOW RISE AND MID RISE.

SECURITY LETTER AND PETITION TO KEEP DUSTIN BAUER PERMANENTLY FOR HIS ORIGINAL SECOND SHIFT, ADDRESSED TO HIS SUPERVISOR, IS IN MOTION.

SPECIAL MEETING CAN BE CALLED W/IN 10 DAYS WITH BOARD MEMBERS.

FLYERS DO NOT NEED THE CONSENT OF OFFICE. AND AS A COURTESY FLYERS AND AGENDA CAN BE SHARED WITH MANAGERMENTS OFFICE

IF THEY ARE APART OF YOUR MEETING WITH INFORMATION ADDRESS TO RESIDENTS BEFORE SCHEDULED MEETING.

--

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JULY 9, 2007

START 10:30

WORK SHOP BY CLARISSA HOSINO -2<sup>ND</sup> SESSION

ASSOCIATION INFORMATION

- FOR BOARD MEMBERS AND RESIDENTS

PRESENT: SANDY CRISPS, ROY \_\_\_\_\_, KEAHI \_\_\_\_\_, NORA OLIPHANT, JEAN PETERS

AN ASSOCIATION FUNCTION IS BEING INFORMED AND INFORMS RESIDENTS OF THEIR RIGHTS.

- BOARD MEMBERS APPROACH TENANTS ON IMPORTANT ISSUES!

HOW TO REACH RESIDENTS:

- IN MONTHLY NEWS LETTER

- BULLETIN BOARD FOR OUT DOOR VIEWING- LESS VANDALISM

- NEWS PAPER ADVERTISEMENT

ATTEND RESIDENT ASSOCIATION BOARD MEETINGS (RAB)

HELD ON A WEEK DAY – RESUME IN AUGUST ALL DAY

HAWAII PUBLIC HOUSING AUTHORITY (HPHA) 5 YEAR PLAN

- 8 MONTHS TO WORK ON IT, W/ RAB (12 MEMBERS) AND HPHA BOD

BOTH PARTIES IMPLEMENT POLICIES FOR PHA 5 YEAR PLAN (READ)

CHANGES CAN BE MADE WITH IN THAT 5 YEAR PLAN.

- RESIDENTS MAY ATTEND

- ADVISABLE FOR BOARD MEMBERS TO ATTEND, IMPORTANT INFORMATION IS ADDRESSED FOR RESIDENTS OF PUBLIC HOUSING OF FEDERAL AND STATE (PLUS HOMELESS) & LEGISLATION CHANGES.

- IF MEMBERS OF HPHA AND RAB DISAGREE IN ANY ISSUES, DISCUSSIONS ARE ON GOING UNTIL AN AGREEMENT IS MET FOR MORE A SATISFACTION.

MAJORITY RULES IS NOT ALWAYS THE CASE!

QUESTIONS

DID THE BOARD MEMBERS OF THE ASSOCIATION GO TO THE BOARD OF HPHA TO RECEIVE CERTIFICATE OF RECOGNITION FROM ORGANIZING OF 2005, ACKNOWLEDGE AS HUI O KALAKAU'A ASSOCIATION? NO!

- POST CERTIFICATE ON BOARD IN SOCAIL HALL

- LIST OF RESIDENTS IS AVAILABLE TO BOARD UPON REQUEST

- MOA?

- CERTIFICATE TRAINING VIEW

- PARTICIPATION FUND WAS NOT AVAILABLE TO BOARD MEMBERS BEFORE IT WAS TURNED IN.

BOARD MEMBERS RECEIVED A CERTIFICATE THROUGH HPHA, MITCHEL \_\_\_\_\_. A LETTER FROM EXECUTIVE DIRECTOR THROUGH THE MAIL FROM (STEPHANIE AVERA) TO CONGRADULATE THE BOARD MEMBERS OF 2005.

COMMENTS

FEDERAL AND STATE BUILDINGS HAD BEEN PURCHASED UNDER TWO DIFFERENT ENTITIES.

ARE WE ALL FUNDED BY THE FEDERAL? \_\_\_\_\_

STATE AND FEDERAL PUBLIC HOUSING RULES AND REGULATIONS SHOULD BE THE SAME!

EXAMPLE:

KALAKAUA HOMES HAS TWO HIGH RISE BUILDING UNDER THE STATE.

- MAKUA ALII, CITY AND STATE

- PAOAKALANI, CITY

- MID RISE (HIGH RISE & LOW RISE/ FAMILY UNITS) FEDERAL

SEPARATE RULES AND REGULATIONS UNDER STATE & FEDERAL.WHY!

PROCESS OF MAKING CHANGES W/ POLICIES OR ISSUES THAT EFFECT RESIDENTS

1. RESIDENTS APPROACH MANAGEMENT W/ THEIR PERSONAL COMPLAINTS

- USE THE COMPLAINT FORM OR REQUEST IT FROM MANAGER'S OFFICE

- KEEP COPIES FOR YOUR FILES 9 (COMPLAINT FORM IS PINK SLIP)

2. TENANTS NEXT STEP IS TO APPROACH RESIDENT ASSOCIATION BOARD WITH THEIR ISSUES IF UNRESOLVED.

3. THE ASSOCIATION WILL PRESENT RESIDENTS ISSUES TO THE RAB AND HPHA BOD

4. FILE A GRIEVANCE

5. LEGISLATORS AS NEEDED

LIST SOME ISSUES OF CONCERNS:

SUGGESTED- RESIDENTS KEEP A BOOKLET FOR HOUSING ISSUES ONLY

CLARISSA HOSINA WILL FURNISH

LIST OF DEPT. CONTACTS & PHONE NUMBERS

JOB DESCRIPTION IN ASSISSTING RESIDENTS OR ASSOCIATION BOARD. (OUR LIMITS OR BOUNDRIES)

RESIDENT SERVICE

MAINTENANCE

HEAD OF MANAGEMENT; IS IT ADMINISTRATION?

LEASE AGREEMENT

HARASSEMENT- TENANTS/ HPHA

PROGRAMS OF RECREATION

-WHO TO CONTACT FOR LIABILITY OF RECREATIONAL EQUIPMENTS?

-RESEARCH ON LIABILITY OF RECREATION EQUIPMENTS W/ OTHER HOUSING.



COMPLAINTS:

FIRST STEP - TO YOUR MANAGER (PRACTICE A FEW RULES)

PROBLEM / PERSON SPOKEN TOO / SIGNATURE / MONTH/ DATE /YEAR/ TIME

WRITE TO MANAGER W/ PROBLEM, AND SOLUTION, KEEP RECORDS OF FILES.

- ASK FOR A REPLY
- GET COPIES FROM THAT PERSON OR DEPARTMENT AS BACK UP
- REQUEST YOUR COPIES BE STAMPED, SIGNED
- DON'T BE INTIMIDATED BY ANYONE
- 10 DAYS RESPONSE, FOLLOW UP AFTER THE 10 DAYS.

SECOND STEP – SAME DOCUMENTS SUBMITTED TO THE FOLLOWING:

EXECUTIVE DIRECTOR - CHAD TANAGUCHI

- CC TO EXECUTIVE ASSISTANT DIRECTOR, RAB, HPHA BOD.

ACCOMODATION PAPER – SEE NORA

SANDA GET COPIES FOR FILES AND CIRCULATE TO FAMILIARIZE OURSELVES.

LEASE AGREEMENT

DID WE RECEIVE AN ADA GUIDELINE? NO! (ADDRESS DISABILITY - ACCOMMODATION)

EXAMPLE: HPHA INSTALL LIGHTING WAS LISTED ON THE HPHA 5 YEAR PLAN WE HAVE THE LEGAL RIGHT TO GET A COPY OF OUR FILES W/OUT CHARGE.

WE MAY REQUEST A COPY OF ANY LEGAL DOCUMENT SUCH AS: RENTAL AGREEMENT, MAINTENANCE WORK ORDER, AND HOUSE INSPECTION.

MAINTENANCE

- RESIDENTS NO NEED TO BE PRESENT, SIGN RIGHT OF ENTRANCE.

- TWO MAINTENANCE WORKERS ALWAYS

DESCRIPTION OF WEAR & TEAR (NO CHARGE)

- ROTTEN FLOOR, CORRODED SCREENS, FLOORS CRACKED

- APPLIANCES TO REPLACE, OR PARTS SUCH AS GREASE VENT, STOVE TOP BURNERS

HARASSMENT –TENANTS & HPHA

PROGRAMS FOR RESIDENTS

HPHA 5 YEAR PLAN – TAKES 8 MONTHS TO PLAN

EVICITION (CAUSE/ OPTION BEFORE EVICTION)

THREE MONTHS WARNING

CAUSE FOR EVICTION

DEALING W/ DRUGS

NEIGHBOR IS DOING HARM TO SOMEONE ELSE

DO NOT PAY RENT

OPTION: - SET UP APT. W/ MANAGER TO MAKE A PAYMENT PLAN

INTERIM IS A AN INCREASE, DECREASE OF INCOME

-10 DAYS TO NOTIFY THE PERSON WHO ASSIST W/ RENT ADJUSTMENT

- 3 MONTHS BACK PAY STUBS, CHANGE OF EMPLOYMENT ADDRESS.

WRITTEN LETTER FROM EMPLOYER: DATE STARTED, AMOUNT OF PAY.  
HPHA STAFF PERSON SHOULD WRITE A NOTE AND SIGN IT IN REQUEST FOR  
INFORMATION OF RESIDENTS CHANGES.

HEARING OFFICER – WHO AND WHAT DEPARTMENT IS THE HEARING OFFICER  
FROM? IS THAT PERSON OF HPHA OR AN ADVOCATE AND CAN WE CHOOSE  
THAT PERSON IF THAT PERSON IS AVAILABLE.

GENERAL MEETING

TRANSLATORS – TRAINED TRANSLATORS FEE ARE PAID BY MANAGERS

PROPER AGENDA

SET BY PRESIDENT AND BOARD MEMBERS AHEAD OF TIME TO VIEW  
CALL TO ORDER – TIME STARTED/SIGN IN SHEET  
PEOPLE PRESENT/ABSENT  
MINUTES APPROVED BY BOARD  
OLD BUSINESS  
GUEST  
MINUTES FOR RESIDENTS – RESIDENT ASSOCIATION  
NEW BUSINESS  
TREASURES REPORT  
COMMITTEE'S REPORT IF ANY  
EVENTS – FUTURE  
QUESTIONS OPEN FOR DISCUSSION  
DISCUSS NEXT MEETING FOR AGENDA  
ADJORN – TIME END

SEARGENT AT ARMS HELPS CONTROL MEETING IN AN ORDERLY MANNER.

CLARISSA'S RESEARCH - ASSOCIATIONS TOTAL = 50 ON THE ISLANDS

22 ACTIVE

4 STATE

10 NO BUDGET

ALLEN SAGAYAGA TO ASSIST



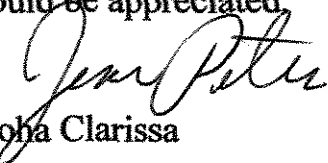
Thanks Chad For your support in my involvement with Kalakau'a Association. (Just a short, brief matter)

These Residents who is involve with the association has never been given the opportunity to address any thing other than events by management and the TRA, they are not experience in the procedures of what Resident Association can be involve with because and they was not given the training of what the Resident Association represents.

I was very disturb when I initiated a workshop training for the Associations of the budget portion on the preparation of the funds that they should summit for there residents. With this workshop other vital information was exposed in how the association was under the wing of this asst. that is employed by HPHA and they was not allowed to be an independent, association by making there own decisions as a board. As I read the meeting agenda that was forwarded to Allan and others by Kim the TRA she had insinuated that I was invited to attend these meetings that I was not aware of. I believe that the Board of Directors who have 5 or 6 on the Association should be equally decided by majority and not only by President and the TRA.

I would really be appreciative in seeing the policy and procedures of where it states the TRA of the HPHA has that control over any Resident Association and the Board of Directors, I will not step down from attending that General Meeting on Monday the 6/25/2007 at 6:00 pm until I see a written document that state that the HPHA Executive Director, Resident Rep. and Associates can not attend when a majority of the other Director's would appreciate our attending this meeting. I apologize to you for venting my frustration on this Email but your support to me

is greatly appreciated especially when we have good residents and they need to know that we are there for them. Thank you, your response would be appreciated.

  
Aloha Clarissa

To Gigi Murikami,

Our Annual Review was set for 9/1/07, but we did not receive that notice until Saturday, giving us 4 days to notify our employers to take off from work and coordinate our household of four adults to attend our interview which we were unable to meet. Therefore I have made many attempts to, leave messages on your answering machine, passed messages to Clyde, walked into your office and left a note, to please return my messages, but I have been unsuccessful! Three consecutive days passed of messages, and yet no reply of any sort. My cell and home numbers were left for your convenience and still no reply, not even a letter. Therefore, I feel it necessary to write you this letter in hopes it might reach you and it may be a sure thing that a reminder might help things move along.

Here is a list of request we are striving for:

1. A reschedule of our Annual Rental Review
  - All copies of our Annual Rental Review are given at the end of our interview, not a few!
  - a breakdown of the increase of our rent
2. A copy of our Interim Rental, again all not some, since I was only allowed 4 copies and paid 0.14 each.
  - a breakdown of the increase since September, 2007 of which we started to pay rent at \$1,133.00

I would deeply appreciate our request without insults, but instead an explanation.

Sincerely,



Jean Peters

HOUSING AND COMMUNITY DEVELOPMENT CORPORATION OF HAWAII

GUEST PERMIT POLICY

1. Each visit is limited to a maximum of two (2) weeks.
2. Lessee must come in to obtain a guest permit prior to the arrival of the guest.
3. Lessee must bring in the name and address of the guest.
4. Guest must be properly supervised. Children must be carefully watched. Lessee is responsible for the guest's behavior.
5. Approval for houseguests may be cancelled if neighbors are disturbed or guest's behavior is inappropriate or in violation of the Rental Agreement and/or Project Rules.
6. Lessee must report to Management when guest leaves/permit expires. New address, telephone #, name of landlord and/or proof of new residence must be provided if applicable.

TO: MANAGER of Project Kalakana Lowrise Date: 7/27/06

I understand the Housing and Community Development Corporation of Hawaii's guest policy and I agree to the terms listed above.

I request permission to have the following persons as my guests:

Name: Stormy Fonoiwaanu (M/F) Age: 60 Relationship: sister

Name: \_\_\_\_\_ (M/F) Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ (M/F) Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: 56406 Huehane Street - KAHUKU

Reason: Health and family support

They will visit me from: July 31 2006 to August 14 2006

Signature of Lessee Jean Peters Unit H-204 Phone # 941-7059

\*\*\*\*\*

TO: LESSEE Jean Peters Date: JUL 27 2006

Your request is approved for period 7/31/06 to 8/14/06  
Appointment Date 8/15/06 to see Manager to bring in the following information:

Date guest left: \_\_\_\_\_

Name of Landlord or person moved in with: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number of landlord/person to verify: \_\_\_\_\_

Copy of lease/receipt of deposit and rent: \_\_\_\_\_

Your request is denied for the following reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ellen Olanoff

Jol

MANAGER, Phone 973-0193

\*\*\*\*\*

**FOLLOW-UP, For Staff Use**

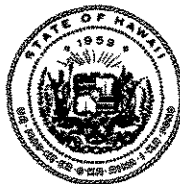
Brought in required information on \_\_\_\_\_ (Fill in Above)

\_\_\_\_\_

\_\_\_\_\_

Tenant Failed to Comply. Actions taken \_\_\_\_\_

LINDA LINGLE  
GOVERNOR



STEPHANIE AVEIRO  
EXECUTIVE DIRECTOR

**STATE OF HAWAII**  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
POST OFFICE BOX 17907  
Honolulu, Hawaii 96817  
FAX: (808) 832-6030

PAMELA Y. DODSON  
EXECUTIVE ASSISTANT

IN REPLY PLEASE REFER TO:

August 8, 2006

Ms. Jean Peters  
1551-H204 Kalakaua Avenue  
Honolulu, Hawaii 96826

Dear Ms. Peters:

On July 27, 2006, management approved a guest permit for your guest, Stormy Fonoimoana to stay with you from July 31, 2006 to August 14, 2006. She resides with Blossom Fonoimoana at 56-406 Huehu Street, Kahuku, HI. (A facsimile was received confirming this.) The reason for the guest permit was for "health and family support." On August 3, 2006, you came to the project office and spoke with the deputy manager, Charlene Nakamoto. At this time you had inquired about including your sister, Stormy Fonoimoana as part of your household. You indicated that Stormy had recently started employment and had been going to the doctors which are located in town. I had informed you that Stormy was not a resident of Hawaii Public Housing Authority; therefore we were not obligated to meet your/her request so that she will be closer to her place of employment and her doctors. I had informed you that if you, our resident, needed a place closer to your medical doctors/facilities and/or your employment, the Authority would be able to transfer you to a project to possibly meet your needs. Also, I informed you that should you or a household member need assistance due to a medical need, the Authority could approve of a live-in-aide. For this reason, your request to add Stormy to your household was denied.

If you have any questions, you may contact the project office at 973-0193.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charlene Nakamoto".

Charlene Nakamoto  
Deputy Manager

August 8, 2006

August 3, 2006 (Thursday) I spoke to Deputy Sheriff, Sharlyn. There were two issues that we had talked about:

- 1) Guest Pass to be renewed after two (2) weeks or (14) days.
- 2) Adding another family member to my lease.

The Guest Pass was approved from July 31 – August 14. I was told by Sharlyn I am not able to renew the guest pass after August 14, 2006. I signed my sister on because she needed our family support because of her health problem. My hope of helping my sister was to let her continue working as much as she can, since she has arthritis in her bones and constant pain.

The addition of another family member to my lease was also turned down.

The conclusion was if I needed a Care Giver than it would be permitted, other than that, "NO"! to both questions.

At the ending of our conversation I had made my request to ask Sharlyn to put this in writing, of why I was turned down. Since August the 3<sup>rd</sup> as of 9:30 am I have still not received my request of a simple letter. This is the second time that an official staff member has not replied.

As a resident of Kalakaua Family Housing I hope soon I will receive a

simple reply

Sincerely,



To Charlene,

August 11, 2006

Two weeks ago I had requested to add my sister Stormy Fonoimoana to my lease. As of August 11, 2006 Charlene had spoken to me while I was driving, at about 2:30pm as I approached Palama Settlement, to the side of me was my son Luapo Peters. Charlene told me she had news for me and that I need to provide my sister Stormy's, Social Security and Birth certificate. Charlene said there will be a criminal back ground check on Stormy thereafter, I will have to set an appointment with GIGI to reassess our rental that will now include my sister Stormy's income. When Charlene had finished speaking I said, what will happen to my sister, since Friday was suppose to be the end of her visit.

I am the head of the household; we have a three bedroom with my two sons and will add my sister.

I am so grateful to Monique, her persistence and knowledge of finding the truth.

A handwritten signature in cursive script that reads "Jean Peters". The signature is written in black ink and is positioned in the lower-left quadrant of the page.

Jean Peters,



To Charlene Nakamoto,

On August 11, 2006, I received a call from you, to provide more information in fulfilling some procedures towards adding my sister Stormy to the lease.

- 1) Social Security number
- 2) Birth certificate
- 3) A letter, requesting Stormy to the lease

I was told that there will be a criminal, background clearance done and thereafter, set up an appointment with Gigi, to asses our rental payment again for this year of 2006.

The Peters family is very pleased that we are able to have Stormy into our home.

Appreciate your time and energy,

Jean Peters

LINDA LINGLE  
GOVERNOR



STEPHANIE AVEIRO  
EXECUTIVE DIRECTOR

**STATE OF HAWAII**  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
POST OFFICE BOX 17907  
Honolulu, Hawaii 96817  
FAX: (808) 832-6030

PAMELA Y. DODSON  
EXECUTIVE ASSISTANT

IN REPLY PLEASE REFER TO:

August 24, 2006

Jean Peters  
1551-H204 Kalakaua Avenue  
Honolulu, Hawaii 96826

Ms. Peters,

I have been informed by Kalakaua Homes Management that your request to include Stormy Fonoimoana has been approved.

I have scheduled an appointment to meet with all adults of your household on September 6, 2006 at 3:00 pm to complete the interim reexamination. The enclosed Family Annual/Update form needs to be completed for this interview. Also bring income and asset verifications for Stormy.

Please let me know if this date is inconvenient. I can be reached at 973-0380.

Mahalo,

A handwritten signature in cursive script, appearing to read "G. Murakami".

G. Murakami  
Public Housing Specialist

LINDA LINGLE  
GOVERNOR



STEPHANIE AVEIRO  
EXECUTIVE DIRECTOR

**STATE OF HAWAII**  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
POST OFFICE BOX 17907  
Honolulu, Hawaii 96817  
FAX: (808) 832-6030  
August 8, 2006

PAMELA Y. DODSON  
EXECUTIVE ASSISTANT

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Ms. Jean Peters  
1551-H204 Kalakaua Avenue  
Honolulu, Hawaii 96826

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If you have any questions, you may contact the project office at 973-0193.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charlene Nakamoto".

Charlene Nakamoto  
Deputy Manager

## RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into this 18th day of May, 2006, by and between the Housing and Community Development Corporation of Hawaii, a public body and a corporation and politic of the State of Hawaii, hereinafter referred to as "Management", and Roy A. Nakamura, hereinafter referred to as "Tenant",

WITNESSETH THAT:

Management rents to Tenant the dwelling unit described below for the term, at the rental, and under the covenants and conditions stated herein.

### 1. DESCRIPTION OF THE DWELLING UNIT:

Address: 1583-630 Kalakaua Avenue, Honolulu, Hawaii 96826, being a 0 bedroom unit in Building No. HAI-36

- STATE OF HAWAII  
DHS/00  
PALAMA UNIT #7
2. **TERM AND RENTAL:** The term of this Rental Agreement is for 12 months effective May 18, 2006 (occupancy date) to April 30, 2007. The monthly rent effective June 1, 2006 is \$ 248.00 and shall be due and payable in advance on the first day of each calendar month. This Rental Agreement is and shall be renewed annually thereafter. This monthly rent will remain in effect unless it is changed as provided in Paragraph 6 below or this Agreement is terminated. If the tenancy ends on a date other than the last day of a month, the rent shall be prorated to the last day of the tenancy. In addition to the monthly rent as specified, payment shall include amount of utility charges based on the current rate charged by Management for gas and/or electricity for utility consumption in excess of the allowances provided in Paragraph 10 (g) and other incurred charges. There shall be allowed a grace period of seven (7) business days for payments due. A tenant receiving welfare financial benefits authorizes Management to draw monthly rental payments directly from Tenant's EBT or bank account upon thirty (30) days written notice to Tenant.
  3. **SECURITY DEPOSIT:** Security Deposit to be paid by Tenant shall be \$150.00 or one month's rent whichever is lower. The Security Deposit has not been paid or received as rental and shall not be treated by Tenant as a payment of or offset against rental. The Security Deposit shall be returned if Tenant performs in accordance with this Rental Agreement and surrenders the dwelling unit and all keys thereto and pays for all damages at the expiration of this Rental Agreement. If Tenant shall default in the performance of Tenant's covenants including the payment of rent, then and without waiving any other remedies available to Management, the Security Deposit shall be applied toward satisfaction of the rent, damages, including loss or removal of property, cleaning of the premises and the restoration of the premises due to damage caused by the Tenant. Any refund under this Paragraph should be made to Tenant within fourteen (14) days after the termination of this Rental Agreement. Security Deposit is determined and paid at initial occupancy of Tenant and shall remain the same throughout occupancy.
  4. **USE AND OCCUPANCY:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit subject to the following:
    - (a) **Limited Occupancy:** Occupancy shall be restricted to the Tenant and the members of the Tenant's household who are listed on the Tenant's *most current household composition declaration form(s)* as used by Management as updated to show changes in the Tenant's household.
    - (b) **Guests and Visitors:**
      - (1) Tenant may accommodate Tenant's guests and visitors without prior written Management consent on a limited basis not to exceed one (1) night. For periods exceeding one (1) night, prior written Management consent is required.
      - (2) Tenant shall be fully responsible for the conduct of Tenant's guests and visitors while they are on the Project premises.
    - (c) Tenant's failure to obtain prior consent of Management as required by this Section for use and occupancy of dwelling unit may result in termination of this Agreement.
  5. **ELECTRICITY, GAS, AND WATER**
    - (a) For Management-furnished utilities, Management shall pay for and furnish to Tenant water, gas and electricity in accordance with the applicable schedule of utility allowances. For Tenant-purchased utilities, Management shall provide an allowance in dollars for water, gas and electricity in accordance with the applicable schedules. Said schedules shall be posted in the Project Office (See Paragraph 10 (g)).
    - (b) Management shall charge Tenant for the consumption of excess gas and electricity as provided in the schedule of utility allowances and charges for excess utilities as posted in the Project Office. These charges shall be due and collectable the month in which the charge is made. Management shall accept rental payments without regard to such charges owed by Tenant if Tenant has filed or has the right to file a grievance under Management's Grievance Procedure.
  6. **ELIGIBILITY REEXAMINATIONS AND RENTAL ADJUSTMENTS:**
    - (a) **Eligibility Reexaminations.** Tenant shall participate in reexaminations in accordance with Rules and Regulations available in the Project Office, Management will notify Tenant when a reexamination of the family income and composition is required to verify eligibility, dwelling size and rent to be paid. Reexaminations initiated by Management will normally occur annually but they may be scheduled earlier or later depending upon special circumstances described in the Rules. Immediately following completion of the reexamination, Tenant will be provided written notification concerning Tenant eligibility status and any change to be made in the rent or size of the unit occupied.
    - (b) **Interim Re-determination of Rent.**
      - (1) At any time between required reexaminations, Tenant may initiate a re-determination of rent when there is a change in Tenant family circumstances (such as a decrease in income) which will decrease Tenant annual income for rent as described in the schedule of rents available in the Project Office. In the event rent is decreased in accordance with this provision, Tenant agrees to report any change in Tenant family circumstances which occurs prior to the next regular reexamination, which will increase Tenant annual income and rent,

- (4) Interim increases resulting from a re-determination under Paragraph 6 (b) above will be effective the first of the second month following the month in which the change occurs. Retroactive rent increases will be made in case of failure to report changes, which would have resulted in rent increases, as agreed in Paragraph 6 (b) (1). Retroactive increases may also be made if Tenant has been undercharged due to an error or misrepresentation on the part of Tenant or any occupant of the dwelling unit.
  - (5) When Management re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, Management shall notify the Tenant of Management's specific grounds of the determination and if Tenant does not agree with the determination, Tenant has the right to request a hearing under the Grievance Procedure.
7. **MANAGEMENT'S OBLIGATIONS:** Management agrees to supply and maintain fit premises. Management shall, at all times during the term of this Rental Agreement, perform the following:
- (a) Maintain the Project in a decent, safe, and sanitary condition;
  - (b) Comply with all applicable laws, rules, regulations, and ordinances of governmental authorities governing maintenance, construction, use, or appearance of the dwelling unit and the premises of which it is a part, noncompliance with which would have the effect of endangering health or safety;
  - (c) Make all repairs and arrangements necessary to put and keep the premises in a habitable condition;
  - (d) Maintain all electrical, plumbing, and other facilities and appliances supplied by Management in good working order and condition, subject to reasonable wear and tear;
  - (e) Provide and maintain appropriate receptacles and conveniences (except containers for the exclusive use of an individual Tenant family) for the removal of normal amounts of rubbish and garbage and arrange for the frequent removal of such waste materials; and
  - (f) Keep Project buildings, facilities and areas not otherwise assigned to the Tenant for maintenance and upkeep in a clean and safe condition.
8. **TENANT'S OBLIGATIONS:** Tenant shall, at all times during the term of this Rental Agreement, perform the following obligations:
- (a) With prior written consent of Management, members of the household may engage in legal profit making activities in the dwelling unit, where Management determines that such activities are incidental to primary use of the unit for residence by members of the household;
  - (b) Report changes in family income, assets, and employment and household composition as required by Management to determine Tenant's rental rate and eligibility for continued occupancy; changes shall be reported within ten (10) business days;
  - (c) Not permit any person to occupy the dwelling unit other than persons listed on the most current household composition form(s), except that with prior written consent of Management, a foster child/adult or a live-in aide may reside in the unit;
  - (d) Observe all applicable laws, rules, regulations, and ordinances of governmental authorities that pertain to and establish standards for residential occupants;
  - (e) Abide by the Project Rules and all applicable rules, regulations, and supplemental agreements that shall be available at the Project Office and incorporated by reference herein;
  - (f) Pay for repair of all damages to the dwelling unit or to any appliances or equipment furnished by Management, in excess of ordinary wear and tear, and for any repairs to the Project buildings, facilities, or common areas, required because of the wrongful act or negligence of Tenant, Tenant's household, guests, or visitors;
  - (g) Not commit or suffer any damage to the dwelling unit, any act that shall cause increase in the premiums for fire and other casualty insurance on the building, or any noise or nuisance to the disturbance of other Tenants of the Project;
  - (h) Not make any alterations or additions to the dwelling unit, including the installation of any additional locks, bolts, screws or other fixtures, or any decorations therein which shall damage or deface the doors, windows, walls, or floors without obtaining Management's prior written consent;
  - (i) Not assign this Agreement or sublet the dwelling unit;
  - (j) Peaceably surrender the dwelling unit to Management in good order and condition, except for ordinary wear and tear, and return all keys thereto upon the termination of the tenancy for any cause;
  - (k) Keep the dwelling unit and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean, sanitary and safe condition;
  - (l) Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
  - (m) Use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air conditioning and other facilities and appurtenances including elevators;
  - (n) Refrain from and cause Tenant household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or Project;
  - (o) Conduct himself and cause other persons who are on the premises with Tenant consent to conduct themselves in a manner which will not disturb Tenant neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Project in a decent, safe

- (r) Not keep or permit to be kept any animal, as a pet or otherwise, in or about the dwelling unit, except as provided by law and, in all other housing, in accordance with the Pet Policy which is incorporated by reference;
- (s) Refrain from storing any unlicensed, inoperable or abandoned vehicle on the Project premises; and if the vehicle is required to be towed by Management, upon billing, Tenant shall pay for any charges incurred by Management;
- (t) Comply with all obligations imposed upon Tenants by applicable provisions of building and housing requirements of applicable building codes, housing codes, health codes, materially affecting health and safety;
- (u) Comply with all HUD regulations pertaining to the requirement that all adult household members, unless exempt, participate for at least eight hours per month in community service or an economic self-sufficiency program; non-compliance will result in denial of lease renewal; and
- (v) Must be physically present and residing in the dwelling unit.

9. ENTRY OF PREMISES:

- (a) Management shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling unit during regular business hours to examine the condition thereof, or to make necessary improvements or repairs or to show the premises for re-leasing. A written statement specifying the purpose of the entry delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification;
- (b) Management may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists;
- (c) In the event that the Tenant and all adult members of Tenant household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

10. MUTUAL COVENANTS: Management and Tenant mutually agree as follows:

- (a) Tenant acknowledges receipt of a copy of the Project Rules and agrees that the Project Tenant Association by majority vote of all Tenants of the Project and with approval of Management may amend such Rules from time to time. Any such amendment shall be effective ten (10) days after a copy thereof is conspicuously posted in the Project Office and delivered to Tenant or mailed to Tenant at the address of the dwelling unit;
- (b) Any notice required hereunder to Tenant shall be sufficient if delivered or mailed to Tenant. If Tenant is visually impaired, Tenant may request all notices in an accessible format. Notice to Management shall be sufficient if personally presented in writing to Management during regular business hours at the Project Office, or mailed to the Project Manager;
- (c) Management and Tenant or Tenant's representative shall jointly inspect the dwelling unit on or before the occupancy date. Management shall give a written statement describing the condition of the dwelling unit and its equipment. The statement shall be signed by the Tenant, and a copy of the statement shall be retained by Management in the Tenant's folder. Upon termination of this Agreement, Management will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant or Tenant representative shall be notified of the date and time for the inspection and may participate except, if the Tenant vacates without notice to Management;
- (d) Tenant shall keep Tenant property, including automobile, household furniture, personal effects and valuables in the dwelling unit and on Project premises at Tenant risk, and Management shall not be liable for loss or any damage thereto by theft, fire, water or any other cause;
- (e) Management shall not be liable to Tenant or any other person for the temporary failure of the gas, electric or water service, or from failures or breakdown of any appliance or equipment, not caused by any act or omission of Management. If any of the electrical and other appliances and equipment furnished for the use of Tenant shall become unserviceable, Management shall have a reasonable time after notification to determine whose responsibility it is and have the same repaired or replaced;
- (f) In the event the premises are damaged to the extent that conditions are created which are hazardous to the life, health or safety of Tenant, the following provisions shall apply:
  - (1) Tenant shall immediately notify Management of the damage;
  - (2) Management shall be responsible for repair of the unit within forty-eight (48) hours, provided that if the damage was caused by Tenant, Tenant's household member or guests, reasonable cost of repairs shall be charged to Tenant;
  - (3) Management shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within forty-eight (48) hours; and
  - (4) In the event that repairs are not made or alternative accommodations are not provided within forty-eight (48) hours, Tenant may request abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling which proportion shall be determined by mutual agreement of Tenant and Management or through the Grievance Procedure, except that no abatement of rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, Tenant's household or guests;
- (g) Schedules of special charges for services, repairs and utilities and rules and regulations that are incorporated by reference herein shall be publicly posted in a conspicuous manner in the Project Office and shall be furnished to Tenant upon request. Such schedules and rules and

- (j) Tenant shall, before quitting the dwelling unit, give Management written notice of intention to do so at least twenty-eight (28) days before vacating the unit. Management shall give thirty (30) days notice to Tenant before requiring him to vacate the dwelling unit for any good cause other than failure on the part of Tenant to observe or perform any covenant herein;
- (k) It shall be good cause for Management to terminate this Agreement if:
- (1) Tenant fails to provide family income, assets, employment and composition information and documentation to enable Management to determine Tenant's rental rate and the eligibility of Tenant for continued occupancy;
  - (2) Tenant's household no longer conforms to the occupancy limits, established by Management for the unit occupied by Tenant and Tenant refuses to move to the first appropriate size unit offered;
  - (3) Tenant refuses to move for reasons including but not limited to for health and safety, repair, abatement, construction or renovation of unit;
  - (4) Tenant is ineligible for continued occupancy;
  - (5) At the time of admission, reexamination, interim, or at any other time Tenant has submitted false information or has withheld valuable information or has made willful misstatements;
  - (6) Tenant repeatedly violates any material term of this Rental Agreement, including chronic failure to pay rent on time and in full when due; and
  - (7) Tenant fails to accept Management's offer of a revision to the existing Rental Agreement. Such revision must be on a form adopted by the agency in accordance with regulations. Management must give Tenant written notice of the offer of revision at least sixty (60) calendar days before it is scheduled to take effect. The offer must specify a reasonable time limit within that period for acceptance by the Tenant.
- (l) In case of any default by Tenant in the payment of rental or the observance and performance of any covenant herein, Management shall notify Tenant of the default in writing and shall specify the time within which the default and noncompliance must be remedied and corrected. If Tenant fails to remedy and correct the default and noncompliance within the time specified in the notice, Management may terminate this Rental Agreement; however, Management shall not terminate or refuse to renew this Rental Agreement other than for serious or repeated violation of material terms of this Rental Agreement such as failure to make payments due under this Rental Agreement or to fulfill Tenant's obligations set forth herein or for other good cause. Management shall give written notice of proposed termination of this Rental Agreement of:
- (1) Fourteen (14) days in the case of failure to pay rent;
  - (2) A reasonable period of time considering the seriousness of the situation (but not to exceed thirty [30] days): (1) If the health or safety of other residents, Management's employees, or persons residing in the immediate vicinity of the premises is threatened; (2) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or (3) If any member of the household has been convicted of a felony;
  - (3) Thirty (30) days in all other cases. The notice of proposed termination shall state reasons for the proposed termination of this Rental Agreement, shall inform Tenant of Tenant's right to make such reply as Tenant may wish, of Tenant's right to request a hearing in accordance with the Grievance Procedure, and Tenant's right to examine and copy at Tenant's expense, Management's documents directly relevant to the termination or eviction. Tenant shall be entitled to a hearing in accordance with the Grievance Procedure before the termination of this Rental Agreement becomes final. Management's repossession of the dwelling unit shall be without prejudice to any other remedy or right of action for arrears of rent and other breach of covenant or condition;
  - (4) In the event that Management seeks to terminate Tenant's Rental Agreement, Tenant must be afforded the opportunity for a pre-eviction hearing in accordance with the Grievance Procedure. The notice of termination of the Rental Agreement shall inform the Tenant of Tenant's right, before a hearing or trial, to request, examine, and copy, at Tenant's expense, Management's documents which are directly relevant to the termination of tenancy. If Management does not make the documents available to Tenant's examination upon request, Management may not proceed with the termination of Tenant's Rental Agreement.
- (m) Management shall not be liable to Tenant or to any occupant of the dwelling unit for it's employee(s), agent(s), visitor(s) or invitee of any or them, for any loss or damage caused by or arising out of acts, omissions or neglect of Tenant or any occupant of the dwelling unit, and Tenant shall hold Management harmless from any and all claims for such loss or damage;
- (n) All grievances arising under this Agreement shall be processed as described in Management's Grievance Procedure in effect at the time the grievance is filed. The current procedure is available in the Project Office and is incorporated herein by reference;
- (o) Any modification of this Rental Agreement shall be accomplished by a written supplemental rental agreement executed by both parties except for adjustment in rent under Paragraph 6;
- (p) This Rental Agreement includes the following documents attached hereto and incorporated by reference herein:
- |                                 |  |
|---------------------------------|--|
| (1) <u>Project Rules</u>        | (4) <u>Parking Rules &amp; Regulations</u> |
| (2) <u>Grievance Procedures</u> | (5) _____                                  |
| (3) <u>Pet Policy</u>           | (6) _____                                  |

**AUTHORIZATION TO RELEASE INFORMATION FROM THE  
PROTECTIVE SERVICES CENTRAL REGISTRY  
ADULT & COMMUNITY CARE SERVICES BRANCH**

Requesting Individual or Agency:

Name: Lanakila Rehabilitation Center, Inc. Phone: 531-0555

Address: 1809 Bachelot St.  
Honolulu, HI 96817

ATTN: Human Resources

I hereby authorize the Department of Human Services (DHS) to conduct the following Protective Services Central Registry Check on me regarding Adult Protective Services (APS) and to release the information to the requesting individual or agency as indicated above.

Full name: AUREA LAURA SANTIAGO Date of Birth: 10/4/1948

Social Security Number: 576-42-4739 Telephone Number: 295-3729 Cell

Any Alias(es)/Former Name, including Maiden Name: Aurea Divina Lucas

Current Address: 95-300 Haaorap. Mililan. Town, HI 96789

The information to be released shall be limited to the history of abuse or neglect in which I was identified as a perpetrator and as specified below:

**APS Central Registry:**

- Individual is known to the Department of Human Services
- Abuse allegations confirmed/not confirmed

This authorization is good until \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ or \_\_\_\_\_  
Date Event

When no date or event is specified, the authorization shall expire one year from the date the authorization is signed. I understand that the information I provide about myself shall be used solely for the purpose of conducting the APS Central Registry Check. I also understand that the release of this information may be used as part of a background check for employment purposes and to comply with the requirements for various social services programs within the Department of Human Services, which may result in employment suspension or termination.

Aurea Laura Santiago Signature 4/26/07 Date

Mail the completed consent form to the appropriate DHS office as indicated on the instruction sheet. If you have questions, please call the telephone number listed in your geographic area.

\*\*\*\*\*FOR DHS USE ONLY\*\*\*\*\*

**APS Central Registry Clearance:** The following results are based upon the information provided above:

No record of confirmed adult abuse on file.  Confirmed report(s) of abuse on file.

Clearance Completed by: [Signature] DHS Worker's Name Unit AIU Phone Number 832-5115 Date: MAY 07 2007



07-414792

PETITION FOR EX PARTE TEMPORARY RESTRAINING ORDER AND FOR INJUNCTION AGAINST HARASSMENT; DECLARATION OF PETITIONER; TEMPORARY RESTRAINING ORDER AGAINST HARASSMENT; AND NOTICE OF HEARING

FILED  
DISTRICT COURT OF  
THE FIRST CIRCUIT

2007 OCT 17 A 8:33

IN THE DISTRICT COURT OF THE FIRST CIRCUIT  
HONOLULU DIVISION  
STATE OF HAWAII

Petitioner(s)  
  
LESTER ALBERT LOPES

LEGAL DOCUMENTS  
CLERK SOKAL-FISHER

Reserved for Court Use  
Civil No. **1SS07 1 01323**  
  
Petitioner(s)/Petitioner(s)' Attorney (Name, Attorney Number, Firm Name (if applicable), Address, Telephone and Facsimile Numbers) ~~LESTER A~~  
LESTER ALBERT LOPES  
1583 KAKAIAWA AVE  
#1228 HONOLULU, HAWAII  
96813

Respondent(s) (if known, list Address, Telephone, DOB and SSN for each respondent) ~~LAURA SANTIAGO~~  
~~SANDY KRISP, JEAN THOMPSON~~  
~~KROY NAKAMURA, SHAWN CHANG~~

PETITION FOR EX PARTE TEMPORARY RESTRAINING ORDER AND FOR INJUNCTION AGAINST HARASSMENT

This Petition is made pursuant to Hawai'i Revised Statutes section §604-10.5 and the following statement:

1. The Petitioner(s) is a resident(s) of the Division of the above District and Circuit, State of Hawai'i. **YES**
2. Based upon the attached Declaration of Petitioner(s), Petitioner(s) ask(s) for:
  - a. An ex parte temporary restraining order not to exceed a period of ninety (90) days for protection enjoining Respondent(s) and an other person(s) acting on Respondent(s)' behalf from:
    - contacting, threatening, or physically harassing
    - Petitioner(s)  Any person(s) residing at Petitioner(s)' residence
    - telephoning the Petitioner(s)
    - entering or visiting Petitioner(s)'  residence, including yard and garage and  place of employment.
  - b. An order of an Injunction not to exceed a period of three (3) years, enjoining Respondent(s) and any other person(s) acting on Respondent(s)' behalf from committing those acts set forth in paragraph 2a. hereof.
  - c. An order prohibiting Respondent(s) from owning or possessing firearm(s) and/or ammunition.
  - d. An order awarding reasonable attorney's fees and costs to Petitioner(s) and such further relief as the Court deems just and appropriate.

(continued on reverse side)

16 Oct 07  
Date:

Signature of Petitioner(s): *Lester Albert Lopes*  
Print/Type Name(s): **LESTER ALBERT LOPES**

I certify that this is a full, true, and correct copy of the original on file in this office.  
  
Clerk, District Court of the above Circuit, State of Hawai'i

Bring with you ANY AND ALL records in your  
possession or available to you from  
any source which pertain in any way  
to your service in the Armed Forces  
of the United States of America  
including ANY AND ALL copies of  
any such records in your possession or  
available to you from your father  
or any other source including  
The Department of Defense or  
any other military or veterans  
organization  
upon penalty for perjury and/or  
contempt of court.

Civil # 15507101323 District Court

Exhibit A To Subpoena Duces  
Tecum

07-414792

**PETITION FOR EX PARTE TEMPORARY RESTRAINING ORDER AND FOR INJUNCTION AGAINST HARASSMENT; DECLARATION OF PETITIONER; TEMPORARY RESTRAINING ORDER AGAINST HARASSMENT; AND NOTICE OF HEARING**

**FILED**  
DISTRICT COURT OF THE FIRST CIRCUIT  
2007 OCT 17 A 8:33

**IN THE DISTRICT COURT OF THE FIRST CIRCUIT**  
HONOLULU DIVISION  
**STATE OF HAWAII**

Petitioner(s)  
**LESTER ALBERT LOPES**

LEGAL DEPARTMENT  
CLERK S. KAI-FISHER

Reserved for Court Use  
Civil No. **1SS07 1 01323**

Respondent(s) (if known, list Address, Telephone, DOB and SSN for each respondent)  
**LAURA SANTIAGO**  
~~SANDY KRISP, JEAN THOMPSON~~  
~~ROY NAKAMURA, SHAWN CHANG~~

Petitioner(s)/Petitioner(s)' Attorney (Name, Attorney Number, Firm Name (if applicable), Address, Telephone and Facsimile Numbers)  
~~LESTER A~~  
**LESTER ALBERT LOPES**  
**1583 KALAKAUA AVE**  
**#1228 HONOLULU, HAWAII**  
**96813**

**PETITION FOR EX PARTE TEMPORARY RESTRAINING ORDER AND FOR INJUNCTION AGAINST HARASSMENT**

This Petition is made pursuant to Hawai'i Revised Statutes section §604-10.5 and the following statement:

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    - Petitioner(s)  Any person(s) residing at Petitioner(s)' residence
    - telephoning the Petitioner(s)
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  - c. An order prohibiting Respondent(s) from owning or possessing firearm(s) and/or ammunition.
  - d. An order awarding reasonable attorney's fees and costs to Petitioner(s) and such further relief as the Court deems just and appropriate.

(continued on reverse side)

Date: **16 Oct 07**

Signature of Petitioner(s): *Lester Albert Lopes*  
Print/Type Name(s): **LESTER ALBERT LOPES**

I certify that this is a full, true, and correct copy of the original on file in this office.  
*[Signature]*  
Clerk, District Court of the above Circuit, State of Hawai'i

1-A

RE LESTER LOPES  
DofB: 12/01/53

09/28/07

Dear Janice, As you are aware there have been on-going conflicts between Lester Lopes and a small group of lunch-room attendees & staff.

In the past 6 weeks Mr Lopes's physical and emotional health has declined to life-threatening proportions. The undue stress caused by these folks has played a significant role in Mr Lopes's recurrent MYOCARDIAL ISHEMIA.

An immediate move to Mahua Alii building is requested. Yours Sincerely  
Valerie Brandon M.D.

DOORBELL, JEAN THOMPSON HAS SEVERAL  
SONS & THEIR FRIENDS, THEY ALWAYS SAY  
SOMETHING WISE TO ME, GIVE ME THE  
STINK EYE, THIS IS A TRUCK LOAD OF GUYS  
LAURA, SANDY & JEAN ARE BEST OF  
FRIENDS & ARE GIVEN ITEMS FOR FREE  
THESE ARE ITEMS DONATED FOR THE  
POOR & ELDERLY, SANDY IS THE WORSE OF  
THEM, ON A DAILY BASIS SHE TRIES  
TO MAKE TROUBLE WITH ME, SHE ALWAYS  
HAS SOMETHING TO SAY TO HARASS ME,  
SHE WILL SAY ANYTHING TO INSTIGATE  
TROUBLE WITH ME, I WOULD SAY AS HARASS  
MENT ON A DAILY BASIS IS CONCERNED  
SHE IS THE WORSE, ALWAYS FALSIFYING  
RUMORS TO INSTIGATE TROUBLE, IT IS NOT  
STOP WITH HER, SHE TRIES TO GET OTHER  
INVOLVED IN HARASSING ME, ROY NAKAM  
URA IS A FOLLOWER OF THERES, HE  
KNOWS MANY OF BEACH BOYS, HE HAS  
TREATED ME WITH A BODY BOUNDER  
NAMED BABY BABY IS INTO EXTORTION &  
COLLECTION, IF HIS NAME IS USED I AM  
IN BIG TROUBLE, (IF THERE IS ANYWAY  
TO DO THIS WITHOUT USING BABIES  
NAME I WOULD GREATLY APPRECIATE,  
MY LIFE WOULD BE IN DANGER, I AM  
LIVING IN PURE HELL, I HAVE TO  
WATCH MY BACK, I HAVE BEEN BEATEN  
TWICE IN PAST 4 MONTHS, I KNOW NONE  
OF THESE INDIVIDUALS, ① ALL PEOPLE NAMED  
BOTH BEATINGS (CONCUSSION) ② HAVE TOLD ME  
TO WATCH MY BACK & YOU ARE IN DEEP  
SHIT, I HAVE HAD NO HEALTH PROBLE

1-B

(PAGE 1 OF FOUR SIDES)

HOUSING AND COMMUNITY DEVELOPMENT CORPORATION OF HAWAII

REQUEST FOR A REASONABLE ACCOMMODATION

Name: LESTER LOPES Phone: 949 8307 (LEAVE MESSAGE) Address: 1583 KALAKOHA AVE 96813

- 1. The following member of my household has a disability as defined below: (A physical or mental impairment that substantially limits one or more major life activities; a record of having such impairment; or being regarded as having such an impairment.)

Name: PTSD, DEPRESSION, ANXIETY, HEART SOCIAL PHOBIA BECAUSE OF NOW-AC

- 2. As a result of his/her disability the following change or changes so (the person listed) can live here as easily or successfully as the other residents can. Check the kind of change(s) you need.

- [ ] A change in apartment or other part of the housing complex, please describe in detail what is needed.

MOVE TO MAKUA ALI SO I CAN BE AWAY FROM LUNCH ROOM SITE. ALSO FROM OTHERS WHO FREQUENT MY LOUNGE. FOR THE PAST FIVE YEARS I HAVE HAD NOTHING BUT PROBLEMS FROM LANAKUA MEALS SITE. A MOVE TO MAKUALLI WILL GET ME AWAY FROM ALL OF THIS. MID RISE HAS SEVERAL RESIDENTS WHO

- [ ] A change in the following rule, policy or procedure. (Note: You may ask for changes in how you meet the terms of the lease, but everyone must continue to meet the terms of the lease.)

ALL I WANT IS TO BE FREE OF ANY HEADACHES & PROBLEMS FROM THESE INDIVIDUALS FROM MEAL SITE

- [ ] A change in my utility allowance (for medical device using electricity).

I HAVE ASKED IN PAST TO MOVE TO MAKUA ALI (JANICE MITZWEUGH) I WAS OUTRIGHT DENIED & NOT TOLD TO FILL OUT

3. I need this reasonable accommodation so that I can: LIVE A NORMAL LIFE THAT IS NOT HINDERED BY A GROUP OF PEOPLE FROM LUNCH MEALS ON WHEEL SITE, I HAVE HAD ENOUGH HARRASSMENT & PROBLEMS FROM A CERTAIN GROUP FROM LUNCH ROOM (5yrs)

4. You may verify that I have a disability and my need for this request by contacting:

Name: VALERIE BRANDON

Address: 2602 CENTURY CENTER

Phone: 941-5610 (SHELY FROM SHARE OFFICE)

A statement from the above individual verifying the need for the accommodation is attached:

(BRANDON TOMMORROW)

Yes

No

BUT WILL BE

IN NEXT COUPLE OF

5. If you asked for a change to your apartment or to the housing complex, please use this space to list any company or organization that might help us locate or build anything special that you need. (If you don't know of any, we will try to get this information ourselves.)

DAYS

I give permission to contact the above individual for purposes of verifying that a family member or I has a disability and needs the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine if you will provide an accommodation.

Signed:

Autu A. Spencer

Date:

27 SEPT 2007

ABOUT 2 YRS - 1 1/2 YEARS AGO, I TOLD JAVICE MITZUECH THIS IS THE SOLUTION TO MY PROBLEM. I ASKED TO BE MOVED TO MAKUA ALI SO I COULD HAVE PEACE OF MIND & NOT LIVING IN HELL (FROM THIS SMALL GROUP OF PEOPLE THAT CONTINUE TO HARRASS ME. (LUNCH ROOM) IT IS A SMALL GROUP THAN CONTINUE ON & ON HARRASSING ME. SHE ALWAYS SAYS SHE HAS NO JURISDICTION TO LUNCH ROOM. FROM MONTH 06 TO MONTH MOTIVE CHANGES, I HAVE BEEN INSINUATED IN A WOMEN

DEATH, I HAVE BEEN PROSECUTED  
OF STEALING AN INDIVIDUALS WALLET,  
PERSON ACCUSING ME SAYS "HE  
SAW ME TAKE WALLET FROM LOUNGE  
AREA, I PUT WALLET IN A CAR,  
PERSON WHO LOST WALLET FOUND IT  
IN HIS BATHROOM. I WAS LUCKY  
HE FOUND HIS WALLET OR I WOULD  
HAVE WENT TO PRISON, DOCTOR  
VALERIE BRANDON HAS DOCUMENTATION  
FROM DAY ONE I MOVED INTO  
PAOKAANI BUILDING, I HAS GONE  
ON FOR TO LONG FOR SOMEONE  
TO NOT TAKE ACTION ON ANYBODY  
THAT HAS DONE WRONG TO ME,  
I HAVE HAD ENOUGH, I HAVE  
BEEN TO THE EMERGENCY ROOM  
ABOUT 7-8 TIMES IN PAST 6 MONTHS  
DUE TO MY PROBLEMS WITH THE  
HEAT ATTACKS IRREGULARS HEART  
BEATS, ATTEMPTS OF SUICIDE, I  
CAN GO ON & ON TO SHOW THAT  
MANAGEMENT HAS BEEN NE-  
GLIGENT IN MY CASE, PROBLEMS  
NEVER END & MANAGEMENT  
DOES NOTHING, I WANT TO BE  
A NORMAL PERSON AGAIN, I  
WANT TO HAVE PEACE OF MIND  
I WANT TO LIVE A NORMAL LIFE  
LIKE OTHERS DO, I HAVE HAD



DC 1-C

91-1841 Fort Weaver Road  
Ewa Beach, Hawaii 96706  
Phone 808.681.5500  
Fax 808.681.5280  
Email: cfs@cfshawaii.org  
www.childandfamily-service.org



September 26, 2007

BOARD OF DIRECTORS

Lori Luau  
CHAIR

Jan Mizusawa  
1545 Kalakaua Ave.  
Honolulu, HI 96826

Kathy Inouye  
FIRST VICE CHAIR

Carol Ai Mav  
SECOND VICE CHAIR

Re: Resident Lester Lopes - Paoakalani #1228

Joanie Shibuya  
SECRETARY

Dear Ms. Mizusawa:

Patrick Ford  
TREASURER

Per Lester Lopes' request, I am requesting for HPHA to relocate Mr. Lopes to the Makua Alii Building due to the numerous problems associated with the Meals on Wheels (MoW) site.

Howard Canal  
PRESIDENT & CEO

- Stephanie Ackerman
- John L. Arizumi
- Kyle Chock
- Robert Fujioka
- Michael Goshu
- Paul Higo
- Stanley Hong
- Tim Johns

Mr. Lopes wanted me to inform you the history and reason for this request. For five (5) years there have been numerous problems with the MoW site. Mr Lopes reports feeling harassed and threatened by the MoW Leader and certain members who frequent the mealsite. He has informed me that previous requests to be relocated occurred about one and a half years ago, but was denied.

- Alonzo (Sen.) Dwight Kealoha
- Lorrie Lee Stone
- Stephen MacMillan
- Lynn McCrory
- Steve Metter
- Arlene Nakamoto
- Amee Ogas
- Michael Ruiev
- Shelley B. Thompson
- Neal Yokota
- Hoav Za

Recently, another incident occurred while Mr Lopes was using the payphone located next to the MoW site. It's reported that Laura, Group Leader of MoW site, slammed the door in his ear. Mr Lopes later went to his physician and was diagnosed with swelling in the inner ear and was prescribed narcotics for pain medication. Mr Lopes expressed frustration and reports that this concern is affecting his current mental and physical well-being and wishes to find a solution to continue to live in Kalakaua Housing. Due to the fact that the MoW site is located at the Paoakalani building where Mr Lopes resides, he feels a need to relocate to Makua Alii building to distance himself from all aspects of the MoW program.

ACCREDITATION  
Council on Accreditation

AFFILIATIONS

- Child Welfare League of America
- Alliance for Children and Families
- International Forum for Child Welfare
- Hawaii Island United Way
- Mainland United Way
- Northwest United Way

Please consider this formal request. Mr Lopes' psychiatrist Dr Valorie Brandon and Social Worker Brandy from the Diamond Head Clinic are aware of this situation and in the process of writing letters in support of Mr Lopes.

Thank you for your understanding and time. Please do not hesitate to call me with any questions/concerns you may have about this matter. I would like to follow up with you directly on the next steps to proceed with this request.

Sincerely,  
*Shelley Platiro-Wong*  
Shelley Platiro-Wong, Case Manager

*[Handwritten signature]*



(1D) &

LINDA LINGLE  
GOVERNOR

FALSIFIED  
CASH PIECE



DOCUMENT 3  
IT, THIS  
MOCK  
ME

STEPHANIE AVEIRO  
EXECUTIVE DIRECTOR

PAMELA Y. DODSON  
EXECUTIVE ASSISTANT

MADE SO

TROUBLE FOR

STATE OF HAWAII

DEPARTMENT OF HUMAN SERVICES  
HOUSING AND COMMUNITY DEVELOPMENT CORPORATION OF HAWAII  
677 QUEEN STREET, SUITE 300  
HONOLULU, HAWAII 96813  
FAX: (808) 587-0600

IN REPLY REFER TO:

September 20, 2005

Mr. Lester Lopes  
1583 Kalakaua Avenue #1128  
Honolulu, Hawaii 96826

**NOTICE OF VIOLATION**  
**NON-RENT**

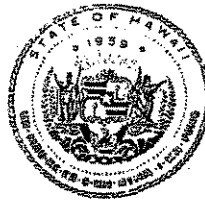
Dear Mr. Lopes:

This confirms our discussion on September 19, 2005 at the Kalakaua Homes Office.

On September 16, 2005, Management received a complaint stating that on September 13, 2005, at approximately 7:00 p. m., you threatened members of the Hui Malama Patrol with words that frightened them and made them feel afraid of you. You claimed that this was all a lie and you would not have said those words to the Patrol as they are connected with the Weed and Seed Program. I advised you that the words you used to talk to the Patrol members appeared very threatening to them, causing them to file a complaint with our office. This conduct is a violation of Section 8 (o) and (p) (1) and (2) of your Rental Agreement which states:

- 8. TENANT'S OBLIGATIONS: Tenant shall, at all times during the term of this Rental Agreement, perform the following obligations:
  - (o) Conduct himself and cause other persons who are on the premises with Tenant consent to conduct themselves in a manner which will not disturb Tenant neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Project in a decent, safe and sanitary condition, and not loiter or drink alcoholic beverages in the project's common areas as defined in the Project Rules;
  - (p) Assure that Tenant, and any member of the household, a guest or another person under Tenant control, shall not engage in:
    - (1) Any criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of Management's public housing premises by other public housing residents or neighboring residents or employees of Management, or
    - (2) Any drug-related criminal activity on or off such premises.

1-D  
LINDA LINGLE  
GOVERNOR



4  
STEPHANIE AVEIRO  
EXECUTIVE DIRECTOR

PAMELA Y. DODSON  
EXECUTIVE ASSISTANT

**STATE OF HAWAII**

DEPARTMENT OF HUMAN SERVICES  
HOUSING AND COMMUNITY DEVELOPMENT CORPORATION OF HAWAII  
677 QUEEN STREET, SUITE 300  
HONOLULU, HAWAII 96813  
FAX: (808) 587-0600

IN REPLY REFER TO:

October 28, 2005

Mr. Lester Lopes  
1583 Kalakaua Avenue #1128  
Honolulu, Hawaii 96826

**NOTICE OF VIOLATION**  
**NON-RENT**

Dear Mr. Lopes:

This is an amendment to the Notice of Violation Non-Rent dated September 20, 2005.

This confirms your meeting with Ms. Charlene Nakamoto, Deputy Manager at the Kalakaua Homes Office on September 19, 2005.

On September 16, 2005, Management received a complaint stating that on September 13, 2005, at approximately 7:00 p. m., you threatened members of the Hui Malama Patrol with words that frightened them and made them feel afraid of you. You claimed that this was all a lie and you would not have said those words to the Patrol as they are connected with the Weed and Seed Program. The deputy manager advised you that the words you used to talk to the Patrol members appeared very threatening to them, causing them to file a complaint with our office.

This serves to inform you that directing a threat is a violation of Section 8. (o) and (p) (1) of your Rental Agreement which state:

8. TENANT'S OBLIGATIONS: Tenant shall, at all times during the term of this Rental Agreement, perform the following obligations:

(o) Conduct himself and cause other persons who are on the premises with Tenant consent to conduct themselves in a manner which will not disturb Tenant neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Project in a decent, safe and sanitary condition, and not loiter or drink alcoholic beverages in the project's common areas as defined in the Project Rules;

(p) Assure that Tenant, and any member of the household, a guest or another person under Tenant control, shall not engage in:

(1) Any criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of Management's public housing premises by other public housing residents or neighbors

IN THE DISTRICT COURT OF THE FIRST CIRCUIT - HONOLULU DIVISION  
STATE OF HAWAII

LESTER ALBERT LOPES

Petitioner

Vs.

Laura Santiago, et al

Respondents

*Shawn Chang*

CIVIL NO. 1SS07001007322 | P 3 26

FILED  
DISTRICT COURT OF  
THE FIRST CIRCUIT  
S. YAW

~~SWORN~~ RESPONSE, OFFER OF SETTLEMENT, AND COUNTER PETITION

1. The allegations in the Petition herein are denied, and Respondent demands proof.
2. The undersigned Respondent, Laura Santiago, resides in Mililani and has been employed since November 2002 as The Group Leader at the Lanakila Meals on Wheels Nutrition Center on the premises of the Hawaii State Housing Authority Seniors' Residential Housing Facility, at 1583 Kalakaua Ave. in Honolulu.
3. Petitioner, Lester Albert Lopes has been a resident at the said residential housing facility since approximately 2004, and since becoming a resident he has paid unusual personal attention to Respondent, Laura Santiago including for example being at the meal site waiting for her to arrive - as early as 5:30am etc. etc.
4. Respondent consistently and politely refused all unusual attention by Petitioner.
5. Because of Petitioner's recent actions herein, Respondent's employer is considering re-locating her to another location on Oahu for her own safety.
6. Respondent alleges on information and belief that the allegations of Petitioner herein are based on his own delusional, irrational, and compulsive vindictive thoughts and feelings, and are made in bad faith for malicious purposes.
7. Respondent is sixty-six, and will suffer irreparable damage personally and to her career if moved to another location by her employer for her protection.

FURTHER, BY WAY OF COUNTER PETITION AND AN OFFER OF SETTLEMENT THIS RESPONDENT REQUESTS THIS HONORABLE COURT TO ENJOIN MISCONDUCT IN THE NATURE OF HARASSMENT, ATTEMPTED INTIMIDATION, OR OTHERWISE, BY EITHER PARTY - AGAINST THE OTHER - FOR THREE YEARS FROM THE DATE OF SUCH INJUNCTION, UPON PENALTY OF CITATION FOR CONTEMPT OF COURT (including possible jail time) AGAINST EITHER VIOLATING PARTY; AND THIS RESPONDENT FURTHER PRAYS that ANY PARTY found in violation of such Injunction be ordered to pay all attorneys' fees, court costs, other reasonable expenses and liquidated damages in an amount to be set by this honorable court.

As alternative or additional relief, this Respondent prays the District Court for a transfer to the Circuit Court to permit relief on her counterclaim, in damages, because her Counterclaim exceeds the jurisdictional amount of this Honorable Court. WHEREFORE RESPONDENT AND COUNTER-PETITIONER, LAURA SANTIAGO, RESPECTFULLY PRAYS FOR THE ORDER OF THE COURT.

*Laura Santiago*  
LAURA SANTIAGO

Subscribed and Sworn to before the Clerk of Court

IN THE DISTRICT COURT OF THE FIRST CIRCUIT  
Honolulu DIVISION  
STATE OF HAWAI'I

FILED  
DISTRICT COURT OF  
THE FIRST CIRCUIT  
S. YAW  
2007 OCT 26 A 10:05

Plaintiff(s)

Lester Albert Lopes

Reserved for Court Use

Civil No.

ISS07101323

Filing Party(ies)/Filing Party(ies)' Attorney (Name, Attorney Number, Firm Name (if applicable), Address, Telephone and Facsimile Numbers)

RESPONDENTS LAUYA SANTIAGO, SHAUN CHANG  
LAUYA SANTIAGO  
1583 KALAKUA AVE  
MEALS ON WHEELS MEAL SITE  
295-3729

Defendant(s)

RESPONDENTS LAUYA SANTIAGO, SHAUN CHANG

Name and Address of Witness:

Lester Albert Lopes  
1583 KALAKUA AVENUE  
#1228 Honolulu, Hawaii

Date & Time: 10/29/07 at 8:30 AM

Location To Appear: District Court of the First Circuit Honolulu Division

SUBPOENA OR  SUBPOENA DUCES TECUM

THE STATE OF HAWAI'I TO ANY OFFICER AUTHORIZED BY LAW TO SERVE SUBPOENAS IN THE STATE OF HAWAI'I YOU ARE COMMANDED to subpoena the individual named above.

This subpoena/subpoena duces tecum shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the public, unless a judge of the above-entitled Court permits, in writing on this subpoena/subpoena duces tecum, personal delivery during those hours.

TO THE WITNESS

YOU ARE COMMANDED to appear at the time and place indicated to testify as a witness on behalf of the

PLAINTIFF(S)     DEFENDANT(S)     RESPONDENT

who shall be responsible to provide you with a fee for attendance and mileage allowed by law.

You are further ordered to bring with you the items listed in Exhibit A. - Military Records

You are required to designate a representative of your organization to testify for the organization on the following matters:  
DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT.

OCT 29 2007

Date:

S. YAW SEAL

Clerk of the above-entitled Court

In accordance with the Americans with Disabilities Act if you require an accommodation for your disability, please contact the District Court Administration Office at PHONE NO. 538-5121, FAX 538-5233, or TTY 539-4859 at least ten (10) working days in advance of your hearing or appointment date. For Civil related matters, please call 538-5151.

SUBPOENA.X (Amended 4/18/97)v

I certify this is a full, true, and correct copy of the original on file in this office.

Clerk, District Court of the above Circuit, State of Hawai'i

TEMPORARY RESTRAINING ORDER AGAINST HARASSMENT

Based upon the attached Petition for Ex Parte Temporary Restraining Order and Declaration of Petitioner(s) and pursuant to Hawai'i Revised Statutes §604-10.5, the Court finds there is probable cause to believe:

- Recent or past acts of harassment by Respondent(s) have occurred.
Threats of harassment by Respondent(s) make it probable that acts of harassment may be imminent against Petitioner(s).

It appears to the Court that a Temporary Restraining Order should be granted and is necessary to prevent acts of harassment. Accordingly, IT IS ORDERED that Respondent(s) shall appear before the Judge in the above-entitled proceeding at the date, time and place indicated in the Notice of Hearing below. Pending the hearing on this Petition, Respondent(s) is/are ordered as follows.

TO THE RESPONDENT:

YOU AND ANYONE ACTING ON YOUR BEHALF ARE ORDERED AS FOLLOWS:

- Do not contact, threaten, or physically harass Petitioner(s) and any person(s) residing at Petitioner(s)' residence
Do not telephone Petitioner(s)
Do not enter or visit Petitioner(s)' residence, including yard and garage, and place of employment.
Pursuant to HAWAI'I REVISED STATUTES §134-7, you shall not possess or control any firearm(s) and/or ammunition for the duration of this Temporary Restraining Order.
You shall immediately turn over for safekeeping all firearms and/or ammunition in your possession and control to the Honolulu Police Department (Firearms Unit, Main Station, 801 So. Beretania Street, 1st Floor, Honolulu Hawai'i 96813), for the duration of this Order or any extensions thereof.

This Order becomes effective upon its signing and filing and shall remain in effect for fifteen (15) days, unless extended or terminated by the Court.

ANY KNOWING OR INTENTIONAL VIOLATION OF THIS TEMPORARY RESTRAINING ORDER AGAINST HARASSMENT IS A MISDEMEANOR PUNISHABLE BY A JAIL SENTENCE OF UP TO ONE YEAR AND/OR UP TO A \$2,000 FINE. A SENTENCE OF 48 HOURS JAIL FOR A SECOND CONVICTION AND 30 DAYS JAIL FOR ANY SUBSEQUENT CONVICTION(S) IS MANDATORY. (HAWAI'I REVISED STATUTES §604-10.5, §706-663 AND §706-640)

Date: OCT 17 2007
BARBARA P. RICHARDSON (SEAL)
Judge of the above-entitled Court
SHAUN CHANG

NOTICE OF HEARING

TO: LAURA SANTIAGO, SANDY KRIST, JEAN THOMPSON, BOTAKAWA

NOTICE IS GIVEN that the Petitioner(s) above named has/have filed the foregoing Petition for Ex Parte Temporary Restraining Order and for Injunction Against Harassment.

YOU ARE COMMANDED to appear before the Presiding Judge of the above-entitled Court, the District Court of the above Circuit, at 1111 Alakea Street, 10th floor, Courtroom B, Honolulu, Hawai'i 96813, on Monday Oct. 29 2007 at 8:30 o'clock A.M.

Prior to the scheduled hearing date, you or your attorney may file a written response explaining, excusing, justifying, or denying the alleged act or acts of harassment. At the hearing, the parties shall be prepared to testify, call and examine witnesses, present any documents, and give legal or factual reasons why the Injunction should or should not be granted. Each party may be represented by an attorney and shall be prepared to proceed at the hearing. IF YOU OR YOUR ATTORNEY FAIL TO ATTEND AT THE TIME AND PLACE DESIGNATED, AN ORDER GRANTING PETITION FOR INJUNCTION AGAINST HARASSMENT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION.

The Court shall receive all evidence that is relevant at the hearing, and may make independent inquiry. If the Court finds by clear and convincing evidence that harassment by Respondent(s) in the form of physical harm, bodily injury, assault, of the threat of imminent physical harm, bodily injury to Petitioner exists, it may enjoin for no more than three years further harassment by Respondent(s). If the court finds by clear and convincing evidence that harassment by Respondent(s) in the form of an intentional or knowing course of conduct directed at Petitioner(s) that seriously alarms or disturbs, consistently or continually bothers Petitioner(s) and that serves no legitimate purpose exists, and such course of conduct would cause a reasonable person to suffer emotional distress, the court shall enjoin for no more than three years, further harassment by Respondent(s).

This Order shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the public, unless a judge of the above-entitled Court permits, in writing on this Order, personal delivery during those hours.

Date: OCT 17 2007
S. KAI-FISHER (SEAL)
Clerk of the above-entitled Court

In accordance with the Americans with Disabilities Act if you require an accommodation for your disability, please contact the District Court Administration Office at PHONE NO. 538-5121, FAX 538-5233, OR TTY 539-4853 at least ten (10) working days in advance of your hearing Or appointment date. For Civil related matters, please call 538-5151.

**RETURN OF SERVICE; ACKNOWLEDGMENT OF SERVICE**

**CLIENT'S COPY**

TWO-SIDED FORM  
Form #1DC47

**IN THE DISTRICT COURT OF THE FIRST CIRCUIT**  
*Honolulu* DIVISION  
**STATE OF HAWAI'I**

**FILED**  
DISTRICT COURT OF  
THE FIRST CIRCUIT

2007 OCT 29 A 8:24

Plaintiff(s)

Lester Albert Lopes  
1583 KALAKUA AVE #1228  
Honolulu, Hawaii

Reserved for Court Use  
Court Date:

Civil No.

15507101323

Requestor(s)/Requestor(s)' Attorney (Name, Attorney Number,  
Firm Name (if applicable), Address, Telephone and Facsimile  
Numbers)

Laura Santiago, Respondent  
1583 Kalakua Ave.  
Maab on Wheels Meal site  
295-3729

Defendant(s) *Respondents*

Laura Santiago, Shaun Chang

DOCUMENT(S) SERVED:

*SUBPOENA DUCOS TECUM*

NAME OF PARTY SERVED:

Lester Albert Lopes

ADDRESS WHERE SERVED:

1583 KALAKUA AVE, HON., HI.

DATE SERVED:

10/27/07

MILEAGE: \$

12.00

TIME OF SERVICE:

10:50

NUMBER OF MILES TRAVELED:

30

FULL OR  PARTIAL RETURN OF SERVICE

I have read this Return of Service, know the contents and verify that the statements are true to my personal knowledge and belief. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF HAWAI'I THAT THE FOLLOWING IS TRUE AND CORRECT:

I,  Deputy Sheriff, or  Police Officer of the State of Hawai'i, or  person who is not a party and is not less than 18 years of age, do certify that I received a certified copy of the documents listed above and that I served same on the Party Served above on the Date and Time of Service and at the Address listed above within the State of Hawai'i as listed on the reverse:

(continued on reverse side)

Signature:



DEXTER CARRASCO  
Civil Process Server

Print/Type Name:

P. O. Box 4302  
Honolulu, HI 96812  
Tel: (808) 521-5800

Print/Type Address, Telephone and Facsimile Numbers:

**SEE REVERSE SIDE**

I certify that this is a full, true, and correct copy of the original on file in this office.

Clerk, District Court of the above Circuit, State of Hawai'i

IN THE DISTRICT COURT OF THE FIRST CIRCUIT - HONOLULU DIVISION  
STATE OF HAWAII

Date OCT 29 20

LESTER ALBERT LOPES

Petitioner

Vs.

CIVIL NO. 1SS07 1 01323

Laura Santiago, and Shaun Chang

Respondents

REQUEST FOR RECONSIDERATION OF THE RULINGS BY THE DISTRICT COURT HEREIN IN OPEN COURT OCTOBER 29, 2007, AND FOR AN AWARD OF COSTS IN FAVOR OF RESPONDENT LAURA SANTIAGO, A CONTEMPT OF COURT CITATION AGAINST PETITIONER, LESTER ALBERT LOPES, AND FOR A BENCH WARRANT FOR THE ARREST OF THE PETITIONER, LESTER ALBERT LOPES, AND FOR FURTHER PROCEEDINGS HEREIN CONSISTENT WITH THE PLEADINGS, AND PAPERS ON FILE AT THE TIME OF THE DISTRICT COURT HEARING HEREIN ON OCTOBER 29, 2007 WHICH WERE NOT TAKEN INTO CONSIDERATION IN MAKING THE RULING ON OCTOBER 29, 2007 AND FOR A COURT ORDER PRESERVING ALL MECHANICAL RECORDINGS MADE DURING THE SAID HEARING AND THAT ALL SUCH RECORDINGS BE MADE A PART OF THE COURT FILE HEREIN.

Respondent Laura Santiago respectfully requests THIS HONORABLE COURT to reconsider its ruling herein on October 29, 2007, and to grant the relief requested by Respondent Laura Santiago in this Request, for the following good and sufficient reasons:

1. Petitioner Lester Albert Lopes was in contempt of this Honorable Court at the time of the court's ruling on October 29 for his failure to obey the Subpoena Duces Tecum previously issued by this Honorable Court and duly served by hand delivery by a process server on said petitioner as shown by the Return of Service filed herein October 29 before the case was called for hearing.
2. The pleadings and other papers on file herein at the time of the October 29 hearing show that Petitioner Lester Albert Lopes has been engaged in a campaign of harassment and intimidation against Respondent Laura Santiago for more than two years including the filing of a similar request for and the issuance of a TRO against this Respondent which was dismissed at that time with prejudice by the District Court when Petitioner failed to appear at the hearing, then scheduled (in 2005) for the presentation of evidence on his TRO and the Petition therefore at that time.
3. The actions of Petitioner Lester Albert Lopes herein are shown to be in violation of the civil rights of this Respondent and to be malicious and in bad faith as set out in the pleadings and papers on file at the time of the October 29<sup>th</sup> hearing.
4. At the time of the October 29<sup>th</sup> hearing there were eight witnesses in court prepared to offer evidence on behalf of this Respondent's pleadings, all attending at great personal inconvenience in order to be heard, so that this abuse of the civil process could be ended.



To Whom it May Concern,

October 22, 2007

We the below signed Clients/Residents of Kalakaua Homes wish to make it know to Management that the continuing saga of Mr. Lester Lopes versus everyone else, has gone far enough. It has been our observation that over the years he has done nothing on his own behalf to cultivate harmony in his environment, or nurture genuine friendships; but rather chooses to place himself in areas where he knows the targets of his paranoia will be, and then falsely accuse them, as the reason of his discontentment.

It is clear that Mr. Lopes is not happy in this complex, and we feel that management should grant his request to be placed somewhere else, off the premises (perhaps Molokai) where he may find the peace of mind he searches for..

*We would like to keep confidential! Jangalita*

Respectfully we submit:

Hilma Komoda (MR)	Kim Aulan PA
Rose Stenoble Mdrse	Edgar K. Dasoka Pt
Juwanti PA	BoK Nam Kim PA
Pai F LR	Shuan J. Silo PA
Grace Yun PA	Quarrier LR
Neon Sieng Yong	
Hui Man Hoong PA	
LORNA STRALEY PA	
Donna Dixon MK	
Helen Legebarran PA	
Josef Abmay PA	
HA, Xuyun Kink MR.	
Bing Zhen Liang PA	
Dong Zhu PA	
Linda Orilla PA	
Paul O PA	
Sadaya Triji PA	

~~Bill Carey MR.~~

~~Shirley A. Matouk mid-rise~~

~~Carlo M. Oliveira~~

~~Dobria asif. Lo. PA~~

~~John Y. Kwan PA~~

~~VANITA A. Baathe PA~~

~~Yan. Hek. Jan PA~~

~~Miriam O. Lieberman PA~~

~~Roy Mahomed P.A.~~

~~Chong S. Kong. P.A.~~

~~Lucy Ky Au P.A.~~

~~Catalina delu Cruz P.A.~~

~~Chang Hui Nielsen P.A.~~

~~Pi Lian Lian PA~~

~~geng Hu ou P.A.~~

~~maria (Lu) P.A.~~

~~Nora Olyphant~~

~~David Carter~~

October \_\_, 2007

We petition against the false allegations made by Lester Lopes and support the following individuals, Laura Santiago, (esp.) Sandy Crisp, Roy Nakamura, Charlene Chang (Shaun), and Jean Peters.

Lester Lopes has falsely accused these individuals within the pass two years, from 2005- 2007.

He has been a threat to us therefore, we request Lester Lopes to be transferred to another project! His many outbursts must come to a stop! We the individuals do not speak to Lester, nor do we harass him in anyway. To avoid stress, and more false accusations to others, we request Lester Lopes be transferred to another public housing project immediately!

Oulu Olurin P.A.      Anita Anilla P.A.  
~~Margaret Hakarainen~~      Kimberly Oclan PA  
 Joseph ONEKA MID      Merle Smith  
~~James~~      OK MID      Olga Edsman  
~~Stanford~~      Bok Nan Kim PA  
 Roy Nakamura PA  
 Fui McMillan PA  
 Chang S Kwang - P.A.  
 Mercedes Red M.F.  
 S. Chang  
 Nora O'Shears  
 Jean Kawakaze  
 Lucy My du P.A.  
 Catalina delo Cruz P.A.  
 Haru Komeda MR  
 Chang Hui Nielsen P.A.  
 Rod Stangabele Midrise  
 Stacy Q

Yoshi Yamaguchi M.R.

BA

2/14/05

Mr. Lester Lopes has made false accusations about me. I reside here in Kalakaua Housing. Last year Lester confided in me to approach some people to stop the rumors about him. Lester trusted me to be respectful of his feelings and help resolve this problem. Countless times I have said to Lester, it is just a misunderstanding. As I follow up on Lester's request to speak to certain individuals, they were surprised there was a problem! Lester also asked that I promise not to say anything more, all of which was nonsense. (a promise has been kept) The meal sight has become a target of distress and disrupt. This means Laura Santiago's reputation goes on tarnished by one man alone. Now those who come in contact with Laura go through the same hassle. Last year as Presidency of Hui O kalakaua Resident Association, I became acquainted with Laura Santiago. She had unselfishly provided breakfast from her own pocket to feed the seniors who come in the mornings at the meal sight. I wanted to help her out, so I talked to Mike and Betty from the Food Bank. Bringing people together is what I do best. Sandy and I continue to support Laura's efforts. Laura has created activities to stimulate these seniors' minds, she has made available activates that bring laughter, closeness, and self respect. I am saddened to see Lester is obsessive in finding faults in people who have tried to help him. I grew tiresome of Lester's negative remarks. I stopped listening to Lester. I make no contact with Lester. It seems Lester has a selective, avenging list of people. I too have become one of his victims. Sandy and I work. We are surprised Lester finds the time to stalk us where ever we go. Our names are constantly mentioned. Either on our service projects or on our free time, he is in view of us, or seems to be close enough to try to hear our conversations. He has become consumed with bitterness. Trying to avoid Lester has not worked; perhaps a change of his environment may be suitable to begin a healthier life.

COPY

PETITION

May 31, 2005

We the clients of Paoakalani Nutrition Program, aka Meal Site, 1583 Kalakaua Ave., feel that Mr. Lester Lopes, who is a client at the Meal Site, should be suspended from attending.

Mr. Lopes has a negative attitude when he enters the Meal Site. He is boisterous, and can be belligerent, shows no respect towards authority, and also fabricates stories.

The clients and seniors feel threaten and uncomfortable whenever he is present.

The latest incident happened on May 24, 2005, and the police had to intervene.

Mr. Lopes, demanded to talk to Laura Santiago, the Group Leader, and when she said, "I cannot, I'm busy", he threatened her and said, "I'm going to get you fired,"

He has been overheard talking loudly, and saying "I have nothing to lose, 'cause I'm not working."

We feel that this is cause to suspend Mr. Lopes from participating at the Meal Site.

<i>Jan Peter</i>	<i>Leif McMeelan</i>	
<i>Frank Brown</i>	<i>Kathy Myles</i>	<i>Jean Kawakore</i>
<i>John Craig</i>	<i>Steve Teeguarden</i>	<i>Louis Ygamashig</i>
<i>Suzanne Lair</i>	<i>Margaret Kaban</i>	<i>Jora Paray</i>
<i>Shirley Rosenbush</i>	<i>Albert Ramon</i>	
<i>Marge Stevenson</i>	<i>Nora Aliphant</i>	
<i>Luis M. Da</i>	<i>Nora Che</i>	
<i>Peggy Komoda</i>	<i>Carolyn Wathorn</i>	
<i>Mahe Pettiford</i>	<i>[Signature]</i>	
<i>Judyan R Inox</i>	<i>Hina Amerina</i>	
<i>Yoshie Mogami</i>	<i>Anita D. Shilla</i>	

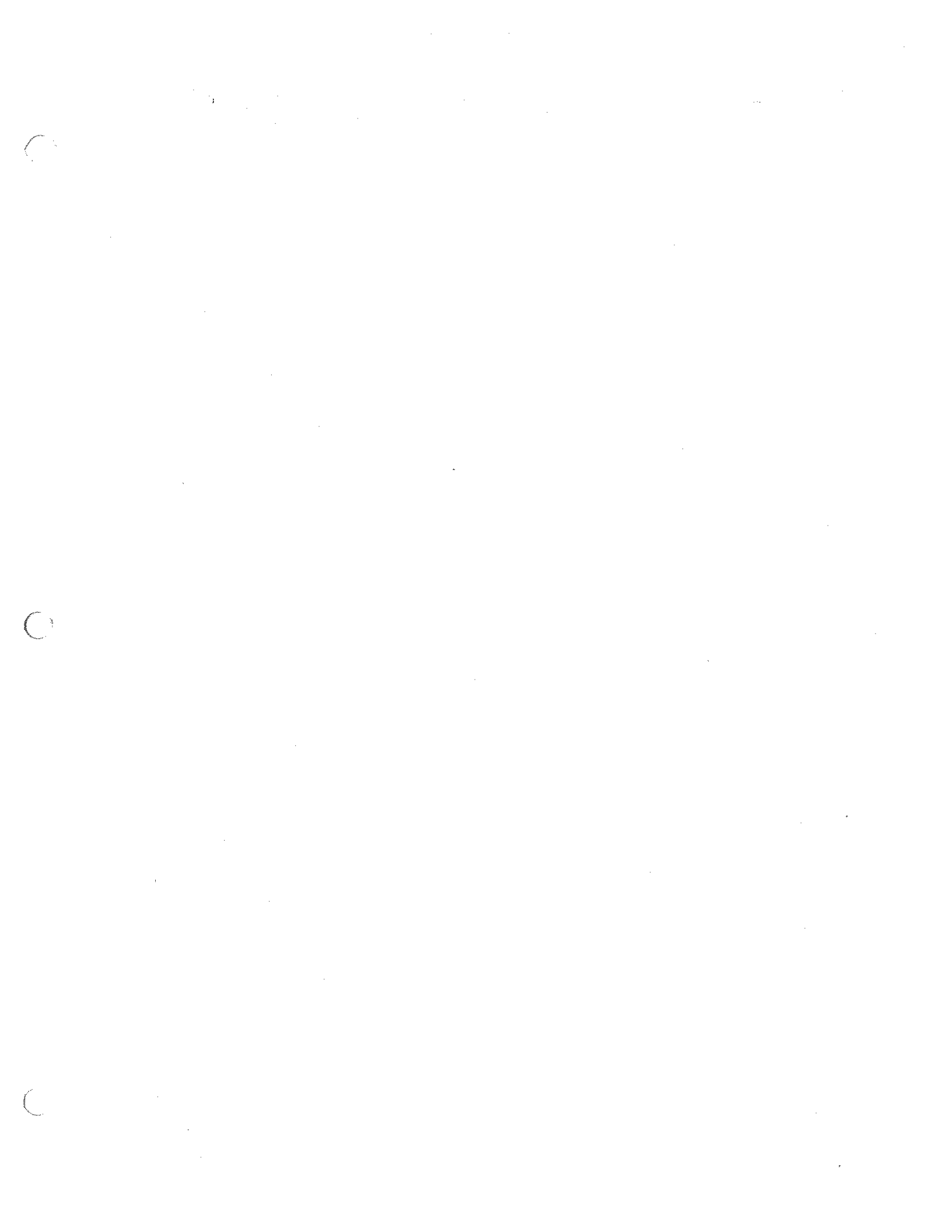
Kim Aclan  
Martha Pettiford  
Lina Ambros  
Peggy Komoda  
Nora Olschant  
ALBERT R. RANOS  
Wd Sun Fan  
Chang S. Huang.

~~Let On~~  
~~Stewart Bonjorn~~  
~~LORETTA M. HUNNICOTT~~

LORETTA M. HUNNICOTT

Jane Paudo  
S. Chang  
Deanne C. Meador  
Lois McPherson  
Jean Peters  
Shirley A. Matouka  
Gallenah  
Vivian Cardenas

Yvonne K.  
Sobrina Mante  
Kathy K. Yamala  
Frances Smith





original

May 31, 2005

# Comments

Rita Lopes

I would like to have  
this ~~place~~ ~~Remove~~ for  
the meal site.

We have a very good group  
leader and I do not want  
to see her leave.

~~Leis M. Lopes~~  
Please keep Lester out of the meal site  
(Paokalani) because he is very arrogant  
and beligerent therefore creating  
unpleasant atmosphere, thus creating  
injustice - Thank you -

Since everyone feels he should  
leave, I unconditionally agree.

I do want to have Lopez Lester out of the Paokalani  
Meal Site when one ask to do something he tell them  
he don't get pay, but when he get something for free  
he like that.

He is a very disruptive person

The seniors need a quite and safe place.  
He is nothing but, hassle and trouble.

The part of him he complain and talk  
people annoyed him, loth he no respect  
the seniors in this place.

I Hope they put him someplace  
else far away from Nam a people

original

June 06 2005

For Whom It May Concern,

These are comments directed to me by Mr. Lester Lopes, who resides at 1583 1228 Makakua Ave.

On June 05, 2005, I walked pass Lester, as I was heading to Daiei, around 11:30 P, nothing was said from him or me, he was sitting on the bench outside of Paalealan, smoking a cigarette.

When I was walking back from Daiei, on the Mahika path, his father had parked in front of him, sitting on the curb, he was telling his father something and pointing to me, I'm the only person on the walkway. As I walked pass him and his father he started to swear at me, "you're with the wrong person, you want trouble, trouble will come out of your a--"

Lester's father heard everything. The Dr. Lopes, drove off. I did not respond. Time 2:15 P

On May 31, 2005, while on patrol with Hai and Hailee, Lester said to me, "The FBI will be here for Laura and Joe, tomorrow (06:01:05). Time 6:45 P. I did not respond"

May 24, 2005. Lester mentioned

2002 10:00

outloud, "I have nothing to lose, cause I'm not working." I didn't respond. 11:30A

Today, June 06, 2005, Connie mentioned that Lester came into the meal site, and to Connie that I'm stealing the coffee money.

Lester should be grateful at the meal site, he get fed breakfast at no cost, he doesn't contribute to/for breakfast,

Laura buys him his lunch, All the time he has been coming to the meal site, he doesn't contribute to coffee or lunch.

Just recently he was seen paying for his coffee.

Sept 13, 2008 Lester made a comment "You f---ing w/FBI, you're going down one by one in front of JP Hai 7P"

Nov 24, 2008, 4C page  
Nov 21, 2008, 15 page  
Nov 21, 2008, 15 page

# Comments Re: L. Lopes

I always go down for the meal site to eat and play Bingo. I know him Mr. Lopes, I hear his voice always talking louder, specially if need some thing. I know Laura Santiago in the beginning of the Day, when I move here in apt she is always talk slowly and so kind person I meet. If some body need help she there to help.

I feel Mr. L. Lopes should not be allowed to the meal site, because I feel uncomfortable around him. He can be very loud and argumentive, He can be nice and then all of a sudden he would want to argue.

COPY

April 16, 2006

**To Whom It May Concern,**

**I am a resident of Kalakaua Homes, going on 12 years, I am informing you about an ongoing situation, with a resident named Mr. Lester Lopes.**

**Mr. L. Lopes, resides at 1583 1228 Kalakaua Avenue, Paoakalani building, on the Complex. He is not being a good resident. He has made false and destructive allegations about me and other tenants.**

**On March 13, 2006, he accused me of "fucking" with his garden, then told me "to go with him to his apartment, it will be over in 5 minutes." I felt that he was threatening me, and I feared for my life, that he was going to assault me.**

**I made a complaint to the Project Manager, and called the police. I asked the police officer to tell Mr. L. Lopes, not to harass me and keep away from me.**

**Later, that day when I was returning back home, to Paoakalani, Mr. L. Lopes, called me a "fat shit." As I was entering the lobby to catch the elevator, Mr. L. Lopes, was delaying the elevator, by pressing the button from the outside and repeatedly calling me a "fat shit."**

**I am giving this letter as a formal complaint about Mr. Lester Lopes. I am also giving you my name. Some residents may be filing complaints with you anonymously.**

**Please understand, Mr. Lester Lopes, has been causing a lot of problems with a lot of residents for a very long time. Some of the other residents are intimidated by him.**

**This have caused us to feel unhappy, abused and violated. We feel our rights are being violated.**

**Thank you, for taking time out from your busy schedule.  
Much Mahalo.**

**Sincerely,**

**Sharlene Chang**

Original

PETITION FOR EX PARTE TEMPORARY RESTRAINING ORDER AND FOR INJUNCTION AGAINST HARASSMENT; DECLARATION OF PETITIONER; TEMPORARY RESTRAINING ORDER AGAINST HARASSMENT; AND NOTICE OF HEARING

DISTRICT COURT  
FIRST CIRCUIT  
CIVIL DIVISION

SEP 13 3 37 PM '05  
FILED A KAWAHOLO  
ISSUED  
RETURNED

W/ 9/13/05  
Barnes  
Gauger

IN THE DISTRICT COURT OF THE FIRST CIRCUIT  
HONOLULU DIVISION  
STATE OF HAWAII

Petitioner(s)  
\* LESTER ALBERT LOPES

Reserved for Court Use  
Civil No. 155

1550500

Respondent(s) (if known, list Address, Telephone, DOB and SSN for each respondent)  
\* LAURA SANTIAGO JOSEPH  
KUPOKAA  
SANDY SHAWN \* NORA  
ALLAT KALAKAUA HOUSING

Petitioner(s)/Petitioner(s)' Attorney (Name, Attorney Number, Firm Name (if applicable), Address, Telephone and Facsimile Numbers)  
LESTER A LOPES  
KALAKAUA HOUSING  
POKALANI BUILDING  
# 1228

PETITION FOR EX PARTE TEMPORARY RESTRAINING ORDER AND FOR INJUNCTION AGAINST HARASSMENT

This Petition is made pursuant to Hawaii's Revised Statutes section §604-10.5 and the following statement:

- The Petitioner(s) is a resident(s) of the Division of the above District and Circuit, State of Hawaii.
- Based upon the attached Declaration of Petitioner(s), Petitioner(s) ask(s) for:
  - An ex parte temporary restraining order not to exceed a period of ninety (90) days for protection enjoining Respondent(s) and other person(s) acting on Respondent(s)' behalf from:
    - contacting, threatening, or physically harassing
    - Petitioner(s)  Any person(s) residing at Petitioner(s)' residence NONE
    - telephoning the Petitioner(s)
    - entering or visiting Petitioner(s)  residence, including yard and garage and  place of employment. PSYCHIATRICALLY DISABLED, PTSD, DEPRESSION, PAIN DISABLED
  - An order of an injunction not to exceed a period of three (3) years, enjoining Respondent(s) and any other person(s) acting on Respondent(s)' behalf from committing those acts set forth in paragraph 2a. hereof.
  - An order prohibiting Respondent(s) from owning or possessing firearm(s) and/or ammunition.
  - An order awarding reasonable attorney's fees and costs to Petitioner(s) and such further relief as the Court deems just and appropriate.

(continued on reverse)

Date: SEPT 12, 2005

Signature of Petitioner(s): Lester A. Lopes  
Print/Type Name(s): LESTER A. LOPES

I certify that this is a full, true, and correct copy of the original on file in this office.  
[Signature]

DECLARATION OF PETITIONER(S)

Petitioner states the following is true:

- Recent or past act(s) of harassment occurred, and/or
  - Threats of harassment are so probable that acts of harassment may occur soon.
- Respondent(s)  own,  possess, or  intend to obtain or possess
- firearm(s) and/or ammunition that may be used to threaten or injure Petitioner(s)
- Describe the firearm(s)/ammunition: \_\_\_\_\_
- Location of the firearm(s)/ammunition: \_\_\_\_\_
- Date last seen: \_\_\_\_\_

LAURA SANTIAGO  
CLAIMS TO HAVE  
A FIRE ARMS  
COLLECTION

Street address/ specific location where last seen:  
TOLD BY RESPONDENT

JOSEPH KUPOKHA  
POSSIBLY OWNS FIREAR


(Explain in detail recent or past acts or threats of harassment, using additional sheets, if necessary.)

THREATS MADE AGAINST ME BY BOTH INDIVIDUALS. I AM UP AGAINST A SMALL GROUP OF PEOPLE WHO CONTINUE TO INSTITUTE TROUBLE TO ME. MOST RECENT TROUBLE INSTIGATED AGAINST ME BY LAURA SANTIAGO'S FRIEND, MAINLY LAURA SANTIAGO'S FRIEND, (AS NORA) SHE THREATENED TO DO BODILY HARM TO ME, DESTROY MY GARDEN WHICH IS VOLUNTEER WORK FOR HOUSING. THREATS TO USE PHILIPINO VOO-DOO ON ME. THESE PEOPLE HAVE USED A SWEAR CAMPAIGN AGAINST ME. I HAVE BEEN THREATENED, ASSAULTED & PSYCHOLOGICALLY ABUSED FOR ABOUT 2 yrs now. All documented with my PSYCHIATRIST & SOCIAL WORKER, LAURA & JOE CONTROL THESE OTHER PEOPLE. THE OFFICE MANAGER OF COMPLEX HAS BEEN NOTIFIED. I AM ON PAIN & PSYCHOLOGICAL MEDICATIONS WHICH HAS BEEN INCREASED DUE TO ABUSE. MOST RECENT ACT OF VIOLENCE WAS DONE BY LAURA & JOE ASSOCIATE, SHAWN'S FRIENDS MOBBED ME ON AUG 3, 2005. I WAS BEATEN & KICKED BY ABOUT 5 INDIVIDUALS. I GAVE NAMES TO POLICE & INVESTIGATION IS TAKING PLACE. I HAVE NOT BEEN CONTACTED BY DETECTIVES AS OF TODAY, I WILL CONTACT THEM SOON BECAUSE I HAVE

Unless Respondent(s) wrongful conduct is stopped or prevented by order of the Court, Petitioner(s) will suffer substantial emotional distress.

I have read the Petition and Declaration, know their contents, and verify that the statements contained therein are true to my personal knowledge and belief.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF HAWAII THAT THE FACTS AND CIRCUMSTANCES STATED IN THE PETITION AND DECLARATION ARE TRUE AND CORRECT.

Signature of Petitioner(s): 

Date: Sep 12, 2005

Print/Type Name(s): LESTER A. LOPEZ



NO EVIDENCE & NAMES OF INDIVIDUALS. SHE  
INDICATES MUCH TROUBLE TO ME ON LAURA'S  
BEHALF, SHAUN IS A (BUTCHIE) WOMEN WHO THINK  
SHE IS A MAN, I HAVE TOLD MANAGEMENT  
ABOUT THESE PROBLEMS & PLAN TO FILE A  
POLICE REPORT AGAINST NORA THIS EVENING  
LAURA SANTIAGO IS A CON PERSON & USES  
PEOPLE BY BUYING THEM OR THROUGH IN  
TIMIDATION. SANDY IS ANOTHER CLOSE ASS  
OF LAURA & USES A SMEAR CAMPAIGN TO GET  
OTHERS TO TURN AGAINST ME. HER & LAURA  
ARE BEST OF FRIENDS & STRATEGIZE HOW  
TO CONTINUE TO MAKE TROUBLE TO ME. IN  
THE PAST JOE KOOKAA HAS DESTROYED MY  
PROPERTY. MANY PEOPLE ARE AFRAID OF THESE  
INDIVIDUALS. THEY HAVE NO CHOICE BUT TO  
FOLLOW THEM IN ANYTHING THEY DO, (RIGHT  
OR WRONG) IF THEY DO NOT GIVE IN TO  
THEIR NEEDS THEY ARE ABUSED OR INTIMA-  
DATED. SHAUN HAS BROUGHT ONE OF THE IN-  
DIVIDUALS WHO BEAT ME TO SHOW HIM  
WHERE I LIVE. I HAVE SAID HIM  
BROUGHT INTO MY BUILDING ON TWO  
OCCASIONS. I WAS TAKEN TO QUEEN'S  
HOSPITAL FROM BEATING ON AOE 3RD.  
AT FIRST I HAD NO NAMES BUT HAVE  
DONE A LITTLE INVESTIGATING ON MY  
OWN. I HAVE COME UP WITH 2 NAME  
& DESCRIPTION OF INDIVIDUAL BROUGHT IN  
TO MY BUILDING. JOSEPH & LAURA HAVE  
THREATENED ME IN THE PAST & INTI-  
MATION & STRATEGIZING AGAINST ME TO  
DO ME HARM CONTINUE TO TODAY. THE  
CONTINUE TO DESTROY MY PROPERTY. NO

UNTIL TODAY, I STILL SUFFER FROM BEAT  
ON AUG 3RD, TAKEN BY AMBUANCE TO  
QUEENS HOSPITAL, I WAS KNOCKE OUT BY  
KICKS WHILE ON THE GROUND. AS OF TODAY  
STILL HAVE A JOINT IN JAW POPPING IN  
& OUT OF PLACE, THREE TEETH ON BOTH  
LOSE (FRONTAL) SANDY IS USED BASICALLY  
TO INSTIGATE MORE TROUBLE WITH ME  
COMPLEX, SPREADING FALSE RUMORS, INTI  
DATION & TO GET OTHERS TO TURN A  
WE I AM NEW THERE, THESE  
PEOPLE HAVE BEEN THERE FOR YEARS  
OTHER TENNANTS KNOW ALL ABOUT  
THEM & HOW THEY OPERATE, NORA  
LIVES THERE ILLEGALLY HER FRIEND IS  
AFRAID OF HER & HAS LET TO GO  
TO FAMILIES HOUSE IN WILLOW, SHE HAS  
KEYS TO BULDING & HER SCARED FRIEND  
APARTMENT, I HAVE TOLD MANAGEME  
ABOUT THIS THIS MORNING.

PLEASE GRANT ME

A RESTRAINING ORDER SIR  
I AM EX MILITARY SUFFER TO  
PTSD, DEPRESSION & PARANOIA AS IT IS  
I DO NOT NEED THESE ABOVE  
PROBLEMS, THREATS, BEATING & CONTA

TEMPORARY RESTRAINING ORDER AGAINST HARASSMENT

Based upon the attached Petition for Ex Parte Temporary Restraining Order and Declaration of Petitioner(s) and pursuant to Hawai'i Revised Statutes 13-13, the Court finds there is probable cause to believe:

- Recent or past acts of harassment by Respondent(s) have occurred.
  - Threats of harassment by Respondent(s) make it probable that acts of harassment may be imminent against Petitioner(s).
- It appears to the Court that a Temporary Restraining Order should be granted and is necessary to prevent acts of harassment. Accordingly, IT IS ORDERED that Respondent(s) shall appear before the Judge in the above-entitled proceeding at the date, time and place indicated in the Notice of Hearing below. Pending the hearing on this Petition, Respondent(s) is/are ordered as follows:

TO THE RESPONDENT:

YOU AND ANYONE ACTING ON YOUR BEHALF ARE ORDERED AS FOLLOWS:

- Do not contact, threaten, or physically harass Petitioner(s) and  any person(s) residing at Petitioner(s)' residence
- Do not telephone Petitioner(s)
- Do not enter or visit Petitioner(s)' residence, including yard and garage, and  place of employment.
- Pursuant to HAWAII REVISIED STATUTES §134-7, you shall not possess or control any firearm(s) and/or ammunition for the duration of this Temporary Restraining Order.
- You shall immediately turn over for safekeeping all firearms and/or ammunition in your possession and control to the Honolulu Police Department (Firearms Unit, Main Station, 801 So. Beretania Street, 1st Floor, Honolulu, Hawai'i 96813), for the duration of this Order or any extensions thereof.

This Order becomes effective upon its signing and filing and shall remain in effect for fifteen (15) days, unless extended or terminated by the Court.

ANY KNOWING OR INTENTIONAL VIOLATION OF THIS TEMPORARY RESTRAINING ORDER AGAINST HARASSMENT IS A MISDEMEANOR PUNISHABLE BY A JAIL SENTENCE OF UP TO ONE YEAR AND/OR UP TO A \$2,000 FINE. A SENTENCE OF 48 HOURS JAIL FOR A SECOND CONVICTION AND 30 DAYS JAIL FOR ANY SUBSEQUENT CONVICTION(S) IS MANDATORY. (HAWAII REVISIED STATUTES §604-10.5, §706-663 AND §706-640).

Date: **SEP 13 2005**

*[Signature]*  
 Judge of the above-entitled Court

BARBARA F. RICHARDSON **SEAL**

NOTICE OF HEARING

TO: **Laura Santiago, Joseph Kupukaa, Sandy, NORA ALL AT KALAKAWA HOUSING**

NOTICE IS GIVEN that the Petitioner(s) above named has/have filed the foregoing Petition for Ex Parte Temporary Restraining Order and for Injunction Against Harassment.

YOU ARE COMMANDED to appear before the Presiding Judge of the above-entitled Court, the District Court of the above Circuit, at 1111 Alakea Street, 10th floor, Courtroom B, Honolulu, Hawai'i 96813, on

**9/13/05** at 8:30 o'clock A.M.

Prior to the scheduled hearing date, you or your attorney may file a written response explaining, excusing, justifying, or denying the alleged act or acts of harassment. At the hearing, the parties shall be prepared to testify, call and examine witnesses, present any documents, and give legal or factual reasons why the injunction should or should not be granted. Each party may be represented by an attorney and shall be prepared to proceed at the hearing. **IF YOU OR YOUR ATTORNEY FAIL TO ATTEND AT THE TIME AND PLACE DESIGNATED, AN ORDER GRANTING PETITION FOR INJUNCTION AGAINST HARASSMENT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION.**

The Court shall receive all evidence that is relevant at the hearing, and may make independent inquiry. If the Court finds by clear and convincing evidence that harassment by Respondent(s) in the form of physical harm, bodily injury, assault, of the threat of imminent physical harm, bodily injury to Petitioner exists, it may enjoin for no more than three years further harassment by Respondent(s). If the court finds by clear and convincing evidence that harassment by Respondent(s) in the form of an intentional or knowing course of conduct directed at Petitioner(s) that seriously alarms or disturbs, consistently or continually bothers Petitioner(s) and that serves no legitimate purpose exists, and such course of conduct would cause a reasonable person to suffer emotional distress, the court shall enjoin for no more than three years, further harassment by Respondent(s).

This Order shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the public, unless a judge of the above-entitled Court permits, in writing on this Order, personal delivery during those hours.

Date: **SEP 13 2005**

A. KAWAMOTO **SEAL**  
 Clerk of the above-entitled Court

In accordance with the Americans with Disabilities Act if you require an accommodation for your disability, please contact the District Court Administration Office at PHONE NO. 538-5121, FAX 538-5233, OR TTY 539-4853 at least ten (10) working days in advance of your hearing Or appointment date. For Civil related matters, please call 538-5151.

Handwritten mark resembling a stylized 'B' or '13'.

City of New York, N.Y. 10001

OFFICE OF THE CLERK OF THE DISTRICT COURT

CIVIL DIVISION

Received  
Received

9.12.2005

4477

District Court

1st Circuit

Cheryl Johnston

Handwritten text, possibly a name or address, partially obscured.

SEP 17 2005



OFFICE OF THE CLERK OF THE DISTRICT COURT

100 WALL STREET, NEW YORK, N.Y. 10005

TELEPHONE: (212) 312-1200

FAX: (212) 312-1201

WWW.COURTS.NY.GOV

CLERK OF THE DISTRICT COURT

100 WALL STREET, NEW YORK, N.Y. 10005

TELEPHONE: (212) 312-1200

FAX: (212) 312-1201

WWW.COURTS.NY.GOV

November 5, 07

Senator Suzanne Chun Oakland

I live at 1545 Kalakaua Ave Honolulu Hawaii. Lefter Lopes he is a tenant a 1583 Kalakaua Ave. the way he is doing to the Senior. and he ask them for money and if they dont give him they dont know what he will do to them.

This is regards to Francis Smith she was live in H-302 in a 3 Rooms and rant out 2 rooms and she had a Fire in her Apt. the Housing did not move her out of Kalakaua. they move her in to Midrise building. the tenant on the floor put in reported to the Management. Not is happening. Francis Smith still doing what she being doing all this time from Sept 2006 to now. I tell you the some thing need to happen to look in. to what is going on at Kalakaua Jan Mizuzawai and Kamalani Doing things that is wrong. not only what I

P-12

some one need to come in with out saying any thing and see for them self. Things are getting worse and worse. The tenant know things are not right. with the Management off Kalakaua.

This have being going on to long now. Can some thing be done about what is going on. It is not to late for some thing good to happen for the tenant at Kalakaua. Francis Smith still have some one living with her now and she live in one room. and this one pay right and is yours

Thank's you  
Nova Oliphant

only you and me know about what I said in this letter  
OK. But I want some thing to happen soon.  
947-7164 Home  
429-7164 Cell