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Supreme Court
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SCWC-13-0000531

IN THE SUPREME COURT OF THE STATE OF HAWAI‘I

WILLIAM A. ARTHUR, SR., Individually, and
THE ESTATE OF MONA ARTHUR thru William A. Arthur, Sr.
as the Personal Representative,
Respondents/Plaintiffs/Appellants/Cross-Appellees,

vs.

STATE OF HAWAI‘I, DEPARTMENT OF HAWAIIAN HOME LANDS;
KAMEHAMEHA INVESTMENT CORPORATION; DESIGN PARTNERS INC.,
Respondents/Defendants/Appellees/Cross-Appellees,

and

COASTAL CONSTRUCTION CO., INC.;
SATO AND ASSOCIATES, INC.; and DANIEL S. MIYASATO,
Petitioners/Defendants/Appellees/Cross-Appellants,

KAMEHAMEHA INVESTMENT CORPORATION,
Respondent/Third-Party Plaintiff/Appellee/Cross-Appellee,

vs.

KIEWIT PACIFIC CO.,
Respondent/Third-Party Defendant/Appellee/Cross-Appellee

KIEWIT PACIFIC CO.,
Respondent/Fourth-Party Plaintiff/Appellee/Cross-Appellee,

vs.

PACIFIC FENCE, INC.,
Respondent/Fourth-Party Defendant/Appellee/Cross-Appellee.

CERTIORARI TO THE INTERMEDIATE COURT OF APPEALS
(CAAP-13-0000531; CIVIL NO. 05-1-1981-11)

ORDER ACCEPTING APPLICATION FOR WRIT OF CERTIORARI

(By: Recktenwald, C.J., Nakayama, McKenna, Pollack, and Wilson, JJ.)

The application for writ of certiorari filed by Petitioners/Defendants/Appellees/Cross-Appellants, Sato and Associates, Inc. and Daniel S. Miyasato, on August 7, 2015, is hereby accepted and will be scheduled for oral argument. The parties will be notified by the appellate clerk regarding scheduling.

IT IS FURTHER ORDERED that each of the parties listed below shall file a supplemental brief by October 5, 2015, not to exceed ten pages in length, addressing the following two issues:

(1) Is the duty to defend presented in Sato's non-insurance, construction contract with KIC coextensive with Sato's duty to indemnify?

(2) Given case law and legislative history, does Hawai'i Revised Statutes § 431:10-222 (2005), render void any provision in a construction contract requiring the promisor to defend "the promisee against liability for bodily injury to persons or damage to property caused by or resulting from the sole negligence or wilful misconduct of the promisee, the promisee's agents or employees, or indemnitee?"

DATED: Honolulu, Hawai'i, September 18, 2015.

Kevin P.H. Sumida
for petitioners

/s/ Mark E. Recktenwald

Brad S. Petrus
for respondent
Kamehameha Investment
Corporation

/s/ Paula A. Nakayama

/s/ Sabrina S. McKenna

/s/ Richard W. Pollack

Michiro Iwanaga and
Wayne M. Sakai
for respondent
Coastal Construction
Co., Inc.

/s/ Michael D. Wilson

