

**Electronically Filed
Intermediate Court of Appeals
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NO. CAAP-17-0000831

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAII

TITLE GUARANTY ESCROW SERVICES, INC., Plaintiff-Appellee/
Cross-Appellee v. MILILANI TOWN ASSOCIATION, Defendant/Cross-
Claim Plaintiff/Cross-Claim Defendant-Appellee/Cross-Appellant,
and SVMM INVESTMENTS LLC, Defendant/Cross-Claim Defendant/
Cross-Claim Plaintiff-Appellee/Cross-Appellee, and
MAXIMUM LEGAL SERVICES CORPORATION, as Successor Personal
Representative of the Estate of Pauline Isaacs-Lean,
Defendant/Cross-Claim Defendant-Appellant/Cross-Appellee, and
FIRST HAWAIIAN BANK, Defendant/Cross-Claim Defendant-
Appellee/Cross-Appellee, and
DOE PERSONS AND ENTITIES 1-10, Defendants.

APPEAL FROM THE CIRCUIT COURT OF THE FIRST CIRCUIT
(CIVIL NO. 15-1-1750)

ORDER APPROVING STIPULATION FOR DISMISSAL OF APPEAL

(By: Wadsworth, Presiding Judge, McCullen, J., and
Circuit Court Judge Nakamoto, in place of
Leonard, Acting Chief Judge, Hiraoka and Nakasone, JJ., recused)

Upon consideration of Defendant/Cross-Claim
Plaintiff/Cross-Claim Defendant-Appellee/Cross-Appellant

Mililani Town Association (**Association**), Defendant/Cross-Claim Defendant/Cross-Claim Plaintiff-Appellee/Cross-Appellee SVMM Investments LLC (**SVMM**), and Defendant/Cross-Claim Defendant-Appellant/Cross-Appellee Maximum Legal Services Corporation, Successor Personal Representative of the Estate of Pauline Isaacs-Lean's (**Max Corp**) December 5, 2024 "Stipulation for Dismissal of Appeal with Prejudice of All Claims and Parties" (**Stipulation to Dismiss**), the papers in support, and the record and files herein, it appears that:

(1) On December 5, 2024, Association, SVMM, and Max Corp filed the Stipulation to Dismiss pursuant to Hawai'i Rules of Appellate Procedure (**HRAP**) Rule 42(b);

- a. The Stipulation to Dismiss states Association, SVMM, and Max Corp stipulate and agree "that this appeal, including all claims of all parties are dismissed with prejudice";
- b. "[E]ach party [is] to bear their own fees and costs; provided, however, that a party that has been awarded fees and costs may retain fees and costs actually received or collected"; and

c. The Stipulation to Dismiss is dated and signed by Association's counsel, SVMM's counsel, and Max Corp's counsel.

(2) This appeal was docketed on January 4, 2018.

(3) No payment is due.

The Stipulation to Dismiss complies with HRAP Rule 42(b) (providing in part that if "parties to a docketed appeal or other proceeding sign and file a stipulation for dismissal, specifying the terms as to payment of costs and" pay the fees that are due, "the case shall be dismissed upon approval by the appellate court").

Therefore, IT IS ORDERED that the Stipulation to Dismiss is granted. The parties shall bear their own attorneys' fees and costs on appeal.

DATED: Honolulu, Hawai'i, January 9, 2025.

/s/ Clyde J. Wadsworth
Presiding Judge

/s/ Sonja M.P. McCullen
Associate Judge

/s/ Henry T. Nakamoto
Circuit Court Judge