

**IATSE LOCAL 665
GENERAL MEMBERSHIP MEETING
October 24, 2021**

CALL TO ORDER: to order at 9:32

ROLL CALL:

President:	Tuia'ana Scanlan
Vice- President:	Nohea Nihipali
Business Agent:	Irish Barber
Secretary-Treasurer:	Shawn Christensen
Executive Board Members:	Kay Carter, Charley Ka'eo Jeff Nihipali Day, Christopher Wiecking, Melissa Lenz

ABSENT: (3) Excused Chris Wiecking, Charley Ka'eo, Nohea Nihipali

Attendance by 20 or more members of Local 665 in good standing (3 of whom shall be members of board) shall constitute a quorum necessary to conduct union business. A quorum was present.

Special guests from Unite Local 5 Luka Morrison, Daniel Kerwin

MINUTES:

Corrections to the minutes, Al Omo asks for changes to reflect information on the Miyagi settlement and the Department of Labor CAP audit. Final court settlement letter for the Miyagi judicial decision and separate letter from the Department of labor will be included, see attached documentation. Motion to accept by Al Omo, seconded by David Griffith motion passes

TREASURER'S REPORT: Motion to accept financial report made by Arthur Wilson, seconded by Brian Kilhooly, motion passes

SECRETARY-TREASURER'S REPORT CORRESPONDENCE: Usual newsletters and magazines.

BUSINESS AGENT'S REPORT: see attached

PRESIDENT'S REPORT: see attached

COMMITTEE REPORTS:

TRAINING COMMITTEE: see the schedule in the newsletter

New Business

NO items were presented.

Health and welfare:

Happy Birthday to all born in the month of October

MOTION TO ADJOURN: at 10:59

Made by Tania Kahale and seconded by Keola Jones, motion passes

**Submitted by Shawn Christensen
Secretary-Treasurer**

BANK REPORTS FOR SEPTEMBER 2021

GENERAL FUND

MONTH	PREVIOUS BALANCE	TOTAL DEPOSITS
SEPTEMBER	\$510,265.01	\$133,814.18
YEAR	ENDING BALANCE	TOTAL WITHDRAWLS
2021	\$576,693.52	\$67,385.67

BUILDING FUND

MONTH	PREVIOUS BALANCE	TOTAL DEPOSITS
SEPTEMBER	\$214,748.97	\$0.00
YEAR	ENDING BALANCE	TOTAL WITHDRAWLS
2021	\$208,172.66	\$6,576.31

BUILDING

MONTH	PREVIOUS BALANCE	TOTAL DEPOSITS
SEPTEMBER	\$261,750.83	\$262.92

SAVINGS

YEAR	ENDING BALANCE	TOTAL WITHDRAWLS
2021	\$262,013.75	\$0.00

TRAINING

MONTH	PREVIOUS BALANCE	TOTAL DEPOSITS
SEPTEMBER	\$127,293.32	\$4,877.78

TRUST FUND

YEAR	ENDING BALANCE	TOTAL WITHDRAWLS
2021	\$130,668.60	\$1,502.50

BOH

MONTH	PREVIOUS BALANCE	TOTAL DIVIDENS
SEPTEMBER	\$2,956,479.89	\$897.76

INVESTMENTS

YEAR	ENDING BALANCE	SECURITY BUYS
2021	\$2,956,706.58	\$0.00

YEAR	TOTAL FEES PAID	NET CASH MGMT
2021	\$669.47	\$226.69

IRISH BARBER – BUSINESS AGENT’S REPORT FOR SUNDAY, OCTOBER 24, 2021
GENERAL MEMBERSHIP MEETING

ORGANIZING:

STAFF:

PROJECTIONIST AND STAGE:

Blaisdell Center has a policy that anyone who spends more than 15 minutes on City property must be vaccinated or have a verified attestation as to waiver of vaccination and negative test result. They continue to offer the vaccination clinic in the Pikake Room, and walk-up COVID-19 testing at the Waikiki Shell.

11/06/21: (WS) Henry Kapono “At Home in the Islands” - Postponed

11/13/21: (AR) - Hall and Oates - Cancelled

11/19 – 11/20/21 – Hawaiian Classic bodybuilding event is scheduled for the Waikīkī Shell. 4-6 crew. Confirmed

11/26-27/21: (AR) – JoKoy “Funny is Funny” Tour - Confirmed

11/27-28/21: (WS) HSO “Final Fantasy VII Remake” - Confirmed

12/10/21: (CH) – Tumua: Bringing Back Local Comedy - Confirmed

PRODUCTION:

RTW Agreement:

Mandatory vaccinations policies have been adopted by Temptation Island Season 4, Magnum P.I. in Zone A, Ke Nui Road in Zone A, and the Blaisdell properties.

ASA & Hollywood Basic negotiations are ongoing

As you all know, the IATSE had a 98.6% of the members voting YES to authorize Int’l President Matthew Loeb to strike against the AMPTP. The deadline was set for one minute after midnight PST, one minute after 9PM Hawaii Time on Sunday, 10/17/21.

The International shipped thousands of strike posters to 36 local unions across the Alliance. We had many volunteers who came down to build the signs and several more who signed up to walk the picket line at five locations – Hawaii Film Studio, Magnum Production Offices on Ala Moana Blvd, Kalaeloa Stage, the Ke Nui Road Production Offices in Waialua and the mill on Marconi Road in Kahuku. On Saturday, 10/16/21, at approximately 2PM, while we had people in the building making signs and neighbor-island and mainland members had just signed on to Zoom to start phone banking, we received a call from President Loeb, stating that a deal had been reached. Our immediate reaction was

SHOWS IN THE QUEUE:

Salt Spring Media/Endeavor Content (ASA) – “Ka’iana”

Streaming TV show.

SHOWS IN THE QUEUE (Continued):

Warner Brothers "Corinthian"

No new information.

SHOWS PREPPING:

SeaGlass Productions/Netflix – "Murder Mystery 2" – Feature

Their mill will be in Honolulu, and they are hiring a large construction crew. They are working under the ASA and are committed to hiring as many 665 workers as possible.

SHOWS ACTIVELY SHOOTING:

Warner Brothers/Bumper Productions – "Ke Nui Road" – Pilot for a Series

Their offices are at Camp Erdman in Mokuleia, and the mill is in Kahuku. They are scheduled to shoot 10/13/21 – 11/2/21 and are planning to shoot exclusively on the North Shore of Oahu. This show is working under the ASA, New Media side letter NOT the HBO Films Agreement. I attended their blessing in Punalu'u, and the producer and UPM said they would be on the strike line with us if it came to that.

CBS - Eye Productions – "Magnum P.I." - Season 4:

Has been breaking for one-hour lunches. I told the Line Producer that crew who cannot sit down for an hour will list their actual lunch break on their time card. Have two "No Hires". They filmed Friday night in Waimanalo which is

CBS – Eye Productions – "NCIS – Hawai'i" – Season 1 – They started principal photography, and they are based out of the HI Film Studio. They called to inform me that no one would be on property at the HI Film Studio in support of our picket line.

SHOWS THAT HAVE WRAPPED:

Maui – Temptation Island – Season 4. Several members stated that this was the best season ever for the series which are reports we like to hear.

POST PRODUCTION:

NON-UNION SHOWS:

GRIEVANCES

Maui – Yale Productions or Yale Pictures "Paradise City"- The International is auditing this show to see if they exceeded their estimated Low Budget threshold of \$7.5M. No new info to report.

GRIEVANCES – (Continued)

Maui – Tradewind Productions “Temptation Island – S3”

86 crew members who were affected by the grievance have started receiving their grievance payments, especially those who are setup to receive direct deposits into their accounts. There are three people who have not received payments yet.

TRADE SHOW & CONVENTION –

Encore on Maui has a new district manager who lives there and is committed to using IA members. There is a small event this coming week on Maui, and we are filling the calls for that event now.

OUTSTANDING PAYROLL

- Payment for the three technicians is still ongoing.
- The one member who was not paid on Sonic said they would inform me if they didn't get it.
- Ke Nui Road employees were not paid yesterday and some new hires did not get their onboarding link. I am working with the UPM to get it sorted out.
- Magnum is not paying rerates for the crew. They continue to have one-hour breaks, and the crew should continue to list their actual meal breaks on the time cards.

ACTIVISM

- Monday, 9/27/21, at 9AM – Local 5 – Unite Here! Kaiser Online Forum
- Thursday, 9/30/21 from 430PM to 6PM – “Union Day of Action” Sign-waving
- Wednesday, 10/19/21, at 630PM – Kaiser Town Hall meeting
- Kaiser recently held their strike authorization vote which is being finalized this weekend.
- Striketober – Kaiser, Airline employees, IATSE, John Deere, various other unions across the nation are going on strike.

LEGISLATION:

President Scanlan and I met with Ikaika Hussey – a worker for Local 5 - who is running for City Council.

REMINDER TO MEMBERS:

For the lighting crew in particular, in Waimanalo, while filming at night, please flag off any light that is not directly lighting the set or background during shearwater season which ends in December. These are federally protected birds, and we need to do our part.

October 19th, 2021

Aloha Members of Local 665,

October 2021 has certainly been an eventful month. 90% of the 60,000 IA workers in the US participated in the strike authorization vote. 98.7% of those eligible participants voted in favor of authorizing International President Matthew Loeb to call a strike if a fair and equitable deal was not reached. And very close to the deadline, a tentative agreement was reached between the AMPTP and the IATSE. There's been a lot of misinformation about the process and the agreement flying across social media and in the press. It's important that members get accurate information about the status of the Basic Agreement, the process leading up to and beyond reaching the tentative agreement, what that means for the Area Standards Agreement, and what that means for us. We will make available all of the information we have that we can accurately report. Also, mobilizing for the potential strike required a herculean effort and I want to thank and applaud all of you who jumped into the preparations for this fight. There are other local labor organizations who also answered the call in our time of need. And now, they need our help as well.

No one has all the details in an official format as of right now. Lawyers on both sides of the ball are currently working to finalize the Basic Agreement for review. Negotiations for the ASA are currently underway. It's easy to understand the uncertainty behind many of the social media reactions to the bullet points of the IA press release. A lot of questions as to the specifics of the terms of the Basic Agreement (and the ASA) will be answered and available for study and exploration. I urge everyone to avoid forming a concrete opinion until we've had a chance to educate ourselves. A reasonable amount of time will be allotted for members to read the agreements prior to the ratification vote. We encourage everyone to participate in the democratic process of these negotiations, provided that the opinions expressed are based in fact.

Many have expressed opinions about this tentative agreement on social media. Much of the discussion is based on the bullet points from the announcement issued by the IA and the leaders of the 13 Hollywood Locals that comprised the bargaining unit for the Basic. I can understand that hearing an announcement without seeing the details makes it difficult to come to an informed position on an issue. There is a vocal minority taking a hard stance on this tentative agreement based purely on speculation. You wouldn't take travel advice from someone who's never gone to the area you're headed to. Accepting or rejecting an agreement before anyone's had a chance to read it just because of what we've seen on social media doesn't make sense. As soon as it becomes available, it will be distributed to the affected Locals. Let's make informed conclusions after we've read it.

A tentative agreement has been reached between the AMPTP and the IATSE on the Basic Agreement. Because of this, we are no longer actively mobilizing and preparing for a strike. What that boils down to is that the IA bargaining unit achieved all of the goals that were on the table without anyone having to walk the picket line, without having to lose income, and

without having to make concessions at the bargaining table. This directly affects the ASA, as the gains made in the Basic Agreement will be reflected in the ASA as well. There are certain specifics that only pertain to the ASA that still need to be negotiated. Once the ASA negotiations are completed, the language will be compiled and distributed to Locals whose members work under those contracts. Ratification for these agreements will happen simultaneously.

The Basic Agreement directly affects the 13 Hollywood IA Locals, but many of the provisions and terms in the Area Standards Agreement are and will be sourced from the Basic. As you all know, our L665 Film and TV work in Hawai'i is covered by the ASA, which we are currently in negotiations for. The strike authorization vote was taken by members who work under either/both contracts, but we will only be able to ratify the contracts that apply to us after we've been given a reasonable time to review them. For example, if you hold a card with L665, but no other, you will be able to cast a ratification vote for the ASA only. If you're a member in good standing of both L665 and L80, you'll be able to review and vote on both the ASA and the Basic.

We achieved gains in each of the core areas the union had prioritized - meal breaks, rest periods, sustainable benefits, creating a livable wage for the lowest paid workers in our industry. These contracts, though, must be viewed in their entirety, not in pieces. They're comprehensive packages and everyone working under the new deals will see significant improvements. We endeavor to create the most amount of good for the greatest number of people possible. Every bargaining priority was addressed. The IA did not concede on any of the Basic Agreement talking points that were on the table at the start of negotiations, and we have no intention of doing so for the ASA. International President Loeb made it crystal clear that the ASA would not be left behind. We understand some members had a single significant issue at the top of their want list that isn't exactly addressed as they had hoped, but this tentative agreement is a whole package, not individual issues—and when weighing all the parts, this is a very strong deal. Representatives of the 13 Hollywood Locals who were at the bargaining table expressed unanimous support for this agreement.

This is not a moment. This is a movement. It is because of the commitment and solidarity that we showed - not at a Local level, but at a national level - that shifted the balance of power in these negotiations back into the hands of our bargaining unit. Make no mistake - these significant gains are a direct result of our mobilization. There are other Local unions that leaped to our aid in our time of need. UFCW Local 480, Unite Here! Local 5, ILWU 142, Ironworkers, and many others took time out of their busy schedules to aid us in preparing for our fight for humane working conditions. Some of them are also preparing for their own fight. They were there for and stood in solidarity with us when we needed them. They will need our support in the coming days as well on picket lines, phone banks, and other parts of the front lines. Workers always deserve more, and they will get more, if we continue to build on our solidarity. Together, we rise.

Tuia'ana Scanlan

President, IATSE 665 (he/him)

U.S. Department of Labor

Office of Labor-Management Standards
Honolulu Resident Investigator Office
300 Ala Moana Boulevard, Suite 5-117
Honolulu, HI 96850
(808) 541-2777 Fax: (808) 541-2719



September 29, 2021

Mr. Tuia'aina Scanlan, President
Stage and Picture Operators AFL-CIO Local 665
501 Sumner Street Suite 605
Honolulu, HI 96817

Case Number: 520-6020916(77)
LM Number: 012983

Dear Mr. Scanlan:

This office has recently completed an audit of Stage and Picture Operators AFL-CIO Local 665 under the Compliance Audit Program (CAP) to determine your organization's compliance with the provisions of the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA). As discussed during the exit interview with you, Business Representative Irish Barber, Secretary-Treasurer Shawn Christensen, and Local 665's outside Counsel Bob Giolito on September 24, 2021, the following problems were disclosed during the CAP. The matters listed below are not an exhaustive list of all possible problem areas since the audit conducted was limited in scope.

Record Keeping Violations

Title II of the LMRDA establishes certain reporting and recordkeeping requirements. Section 206 requires, among other things, that labor organizations maintain adequate records for at least five years by which each receipt and disbursement of funds, as well as all account balances, can be verified, explained, and clarified. As a general rule, labor organizations must maintain all records used or received in the course of union business.

For disbursements, this includes not only original bills, invoices, receipts, vouchers, and applicable resolutions, but also documentation showing the nature of the union business requiring the disbursement, the goods or services received, and the identity of the recipient(s) of the goods or services. In most instances, this documentation requirement can be satisfied with a sufficiently descriptive expense receipt or invoice. If an expense receipt is not sufficiently descriptive, a union officer or employee should write a note on it providing the additional information. For money it receives, the labor organization must keep at least one record showing the date, amount, purpose, and source of that money. The labor organization must also retain bank records for all accounts.

The audit of Local 665's 2019 records revealed the following recordkeeping violations:

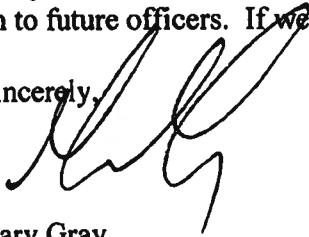
Local 665 did not retain adequate documentation for reimbursed expenses and credit card expenses incurred by Business Representative Irish Barber totaling at least \$30,000. For example, Local 665 did not have in its possession the original credit card statements for 2019, which contained attached original receipts and handwritten notes.

As noted above, labor organizations must retain original receipts, bills, and vouchers for all disbursements. The president and treasurer (or corresponding principal officers) of your union, who are required to sign your union's LM report, are responsible for properly maintaining union records.

Based on your assurance that Local 665 will retain adequate documentation in the future, OLMS will take no further enforcement action at this time regarding the above violations.

I want to extend my personal appreciation to Stage and Picture Operators AFL-CIO Local 665 for the cooperation and courtesy extended during this compliance audit. I strongly recommend that you make sure this letter and the compliance assistance materials provided to you are passed on to future officers. If we can provide any additional assistance, please do not hesitate to call.

Sincerely,



Gary Gray
Investigator

cc: Mr. Robert S. Giolito, Attorney

LAW OFFICE OF SHELTON G. W. JIM ON, LLLC
Attorney at Law

SHELTON G. W. JIM ON 1781-0
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Attorney for Petitioner
JAY MIYAKI CPA LLC

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

JAY MIYAKI CPA LLC

Petitioner,

vs.

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS dba
I.A.T.S.E. LOCAL 665, a domestic non-
profit corporation

Respondent.

) S.P. NO: 1CCV-21-0001236
) (Other Civil Matter)

) PETITIONER JAY MIYAKI CPA, LLC'S
) AMENDED NOTICE OF HEARING OF
) PETITIONER JAY MIYAKI CPA, LLC'S
) PETITION FOR DETERMINATION OF
) GOOD FAITH SETTLEMENT AND
) CERTIFICATE OF SERVICE

) Trial Date: None

) Trial Time:

) Trial Judge: Judge James H. Ashford

PETITIONER JAY MIYAKI CPA, LLC'S
AMENDED NOTICE OF HEARING
OF PETITIONER JAY MIYAKI CPA, LLC'S
PETITION FOR DETERMINATION OF GOOD FAITH SETTLEMENT

TO:

Bob Giolito
Law Office of Robert S. Giolito P.C.
1626 Montana Ave., Suite 201
Santa Monica, California 90403-1808
Attorney For Respondent INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
dba I.A.T.S.E. LOCAL 665, a domestic non-profit corporation c/o President Tula`ana
Scanlan

All current union members of INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
dba I.A.T.S.E. LOCAL 665, a domestic non-profit corporation
C/O President Tuia`ana Scanlan
501 Summer St. #605
Honolulu, Hawaii 96817

Robin Kekuewa Wong
3550 Pahoehoe Avenue
Honolulu, Hawaii 96816

NOTICE IS HEREBY GIVEN that Petitioner Jay Miyaki CPA LLC's Petition
For Determination Of Good Faith Settlement shall come on for hearing before the
Honorable James H. Ashford, Judge of the above-entitled Court, in his/her courtroom at
Kaahumanu Hale, 777 Punchbowl Street, Honolulu, Hawaii 96813 at 10:30 a.m. on
Monday, November 15, 2021, or as soon thereafter as counsel can be heard and said
Motion will come on for hearing remotely via Webex Video Conferencing with the
following link: <https://judhi.webex.com/meet/10thdivision.1cc>

DATED: Honolulu, Hawaii, October 12, 2020.

/S/ SHELTON G.W. JIM ON
SHELTON G. W. JIM ON

Attorney for Petitioner
JAY MIYAKI CPA LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 12, 2021 a copy of
Petitioner Jay Miyaki CPA, LLC's Amended Notice Of Hearing Of Petitioner Jay Miyaki
CPA, LLC'S Petition For Determination Of Good Faith Settlement And Certificate Of
Service was mailed by U.S. Mail to Respondents at their last known address:

Hand
Delivered

U.S. Mail
Postage Prepaid

()

(X)

Bob Giolito
Law Office of Robert S. Giolito P.C.
1626 Montana Ave., Suite 201
Santa Monica, California 90403-1808
Attorney for INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS dba I.A.T.S.E. LOCAL 665, a
domestic non-profit corporation

()

(X)

All current union members of INTERNATIONAL
ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED
CRAFTS dba I.A.T.S.E. LOCAL 665, a
domestic non-profit corporation
c/o President Tuia`ana Scanlan
501 Sumner St, #605
Honolulu, HI 96817

()

(X)

Robin Kekuewa Wong
3550 Paha Avenue
Honolulu, Hawaii 96816

DATED: Honolulu, Hawaii, October 12, 2021.

/S/ SHELTON G.W. JIM ON
SHELTON G. W. JIM ON

Attorney for Petitioner
JAY MIYAKI CPA LLC

p/8510

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Electronically Filed
FIRST CIRCUIT
1CCV-21-0001236
07-OCT-2021
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Attorney for Petitioner
JAY MIYAKI CPA LLC

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

JAY MIYAKI CPA LLC	)	S.P. NO: _____
	)	(Other Civil Matter)
)	
Petitioner,	)	PETITIONER JAY MIYAKI CPA, LLC'S
	)	PETITION FOR DETERMINATION OF
vs.	)	GOOD FAITH SETTLEMENT;
	)	DECLARATION OF SHELTON G. W.
INTERNATIONAL ALLIANCE OF	)	JIM ON; EXHIBIT A; NOTICE OF
THEATRICAL STAGE EMPLOYEES,	)	HEARING AND CERTIFICATE OF
MOVING PICTURE TECHNICIANS,	)	SERVICE
ARTISTS AND ALLIED CRAFTS dba)	
I.A.T.S.E. LOCAL 665, a domestic)	
non-profit corporation	)	Trial Date: None
	)	Trial Time:
Respondent.	)	Trial Judge:
)	

**PETITIONER JAY MIYAKI CPA, LLC'S PETITION FOR
DETERMINATION OF GOOD FAITH SETTLEMENT**

COMES NOW Petitioner Jay Miyaki CPA, LLC ("Miyaki"), pursuant to

Section 663-15.5(b) of the Hawaii Revised Statutes and Rule 31 of the Rules of the Circuit Court of the State of Hawaii, and alleges and avers as follows:

(1) Petitioner Jay Miyaki is a CPA organized as a limited liability company that is duly licensed to perform public accounting services in the State of Hawaii

(2) Respondent International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts dba I.A.T.S.E. LOCAL 665 ("I.A.T.S.E.") is a labor union duly organized and incorporated as a Hawaii non-profit domestic corporation doing business in the State of Hawaii.

(3) On August 26, 2021 Petitioner and Respondent settled all disputes between them concerning Respondent's retention of Petitioner to perform audit, taxes, accounting services for Respondent for years 2016, 2017 and 2018.

(4) As part and parcel of the settlement Petitioner paid Respondent a "five figure" sum for which Respondent executed a Full and Complete Confidential Release, Hold Harmless, Defend, Protect and Indemnity Agreement attached as Exhibit A that will be placed under court seal.

(5) Petitioner and Respondent understand and agree that the settlement was made in good faith within the meaning of Section 663-15.5 H.R.S. and now petition this Honorable Court for: (1) a determination that the instant settlement reached between Petitioner and Respondent is a good faith settlement within the meaning of Section 663-15.5 of the Hawaii Revised Statutes; (2) an order that all pending claims or counter claims against Petitioner be dismissed or barred; and (3) an order that any joint-tortfeasor or co-obligor are barred or precluded from making any further or future claims against Petitioner.

(6) Because there is a confidentiality provision in the settlement agreement, it is necessary to submit the settlement agreement **UNDER CONFIDENTIAL SEAL** as an exhibit to this petition.

(7) The instant case satisfies the "totality of the circumstances" approach to evaluating whether a settlement is made in "good faith" under H.R.S. § 663-15.5 as established in Troyer v. Adams, 102 Haw. 399, 430, 77 P.3d 83, 114 (Haw. 2003), which sets forth the following test: (1) The type of case and difficulty of proof at trial, e.g., rear-end motor vehicle collision, medical malpractice product liability, etc.; (2) The realistic approximation of total damages that the plaintiff seeks; (3) The strength of the plaintiff's claim and the realistic likelihood of his or her success at trial; (4) The predicted expense of litigation; (5) The relative degree of fault of the settling tortfeasors; (6) The amount of consideration paid to settle the claims; (7) The insurance policy limits and solvency of the joint tortfeasors; (8) The relationship among the parties and whether it is conducive to collusion or wrongful conduct; and (9) Any other evidence that the settlement is aimed at injuring the interests of a non-settling tortfeasor or motivated by other wrongful purpose.

(8) The strongest factors that justify that the settlement was made in good faith concern the predicted expense of litigation and the relative degree of the fault of the settling tortfeasors which Petitioner does not deny as well as the Settlement being an arm's length transaction. Also the amount of consideration paid to settle the claims is significant but less than compared to the potential expense of litigation between Petitioner and Respondent. There is no collusion or wrongful conduct between Petitioner or Respondent as the Accountant Client relationship was terminated. However,

Respondent cannot bind individual union members but only the corporation and all employees and shareholders.

(9) The settlement was made in good faith between Petitioner and Respondent and Respondent has already notified all of its membership of the settlement.

(10) Based on the foregoing wherefore, Petitioner Jay Miyaki CPA LLC requests this Honorable Court to (a) determine that the instant settlement reached between Petitioner and Respondent is a good faith settlement within the meaning of § 663-15.5 of the Hawaii Revised Statutes; (b) enter an Order that all pending claims or counter-claims against Petitioner be dismissed or barred; and (c) enter an Order that any of the joint tortfeasors or co-obligors are barred or precluded from making any further or future claims against Petitioner.

DATED: Honolulu, Hawaii, October 7, 2021.

**/S/ SHELTON G.W. JIM ON
SHELTON G.W. JIM ON**

**Attorney for Petitioner
JAY MIYAKI CPA LLC**

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

	)	S.P. NO: _____
	)	(Other Civil Matter)
JAY MIYAKI CPA LLC)	
)	
Petitioner,	)	DECLARATION OF SHELTON G.W.
	)	JIM ON
vs.)	
)	
INTERNATIONAL ALLIANCE OF)	
THEATRICAL STAGE EMPLOYEES,)	
MOVING PICTURE TECHNICIANS,)	
ARTISTS AND ALLIED CRAFTS dba)	
I.A.T.S.E. LOCAL 665, a domestic)	
non-profit corporation)	
)	
Respondent.)	
<hr/>		

DECLARATION OF SHELTON G. W. JIM ON

I, SHELTON G. W. JIM ON, do hereby declare under penalty of law that the following is true and correct:

- (1) I am more than 18 year of age, a resident of the State of Hawaii, and a citizen of the United States.
- (2) I am competent to make this declaration, and the facts stated here are based on my personal knowledge.
- (3) I am an attorney licensed to practice in courts in the State of Hawaii and represent Petitioner Jay Miyaki CPA LLC.
- (4) Petitioner Jay Miyaki CPA, LLC, a limited liability company, and Respondent International Alliance of Theatrical Stage Employees, Moving Picture

Technicians, Artists and Allied Crafts dba I.A.T.S.E. Local 665, a domestic non-profit corporation reached a final settlement on August 26, 2021 to forever resolve all claims and disputes between themselves and Respondent executed a Full and Complete Confidential Release, Hold Harmless, Defend, Protect and Indemnity Agreement (Settlement Agreement).

(5) A confidentiality provision in the Settlement Agreement provides:

17. Strict Confidentiality And Non-Disclosure. Releasor hereby stipulates, covenants and agrees that from the date hereof, neither Releasor nor Releasors' representatives or agents will ever discuss or divulge orally, in writing or otherwise, to any third person or third party, with the exception of: (1) those who are connected with or involved in the subject lawsuit, Release or settlement; and/or (2) the respective parties' insurers, accountants, financial advisors, auditors, tax preparers or attorneys; or agents or representatives; and/or (3) in the event Releasor is subpoenaed or in the event of a Court order) any information concerning or relating to this Release, or the subject lawsuit or any matters contained herein. Any violation or threatened violation will subject Releasor to immediate injunctive relief and attorney's fees and costs by Releasees. Without limiting the generality of the foregoing, except as provided therein, the parties will not respond to or in any way participate or contribute to any public discussion, notice or other publicity concerning, or in any way relating to, the execution or the terms and conditions of this Agreement or this lawsuit or facts or circumstances underlying this lawsuit. The entire terms and conditions of the settlement shall be placed under confidential court seal in the event a Petition for Good Faith Determination of Settlement is filed.

(6) Because of the strict confidentiality provision in this settlement agreement, it is necessary to submit the settlement agreement separately under confidential seal as exhibit "A".

(7) On August 26, 2021 Petitioner and Respondent settled all disputes between them concerning Respondent's retention of Petitioner to perform audit, taxes, accounting services for Respondent for years 2016, 2017 and 2018.

(8) As part and parcel of the settlement Petitioner paid Respondent a

“five figure” sum for which Respondent executed a Full and Complete Confidential Release, Hold Harmless, Defend, Protect and Indemnity Agreement attached as Exhibit A that will be placed under seal.

(9) Petitioner and Respondent understand and agree that the settlement was made in good faith within the meaning of Section 663-15.5 H.R.S. and now petition this Honorable Court for: (1) a determination that the instant settlement reached between Petitioner and Respondent is a good faith settlement within the meaning of Section 663-15.5 of the Hawaii Revised Statutes; (2) an order that all pending claims or counter claims against Petitioner be dismissed or barred; and (3) an order that any joint-tortfeasor or co-obligor are barred or precluded from making any further or future claims against Petitioner.

(10) The instant case satisfies the “totality of the circumstances” approach to evaluating whether a settlement is made in “good faith” under H.R.S. § 663-15.5 as established in Troyer v. Adams, 102 Haw. 399, 430, 77 P.3d 83, 114 (Haw. 2003), which set forth the following test: (1) The type of case and difficulty of proof at trial, e.g., rear-end motor vehicle collision, medical malpractice product liability, etc.; (2) The realistic approximation of total damages that the plaintiff seeks; (3) The strength of the plaintiff’s claim and the realistic likelihood of his or her success at trial; (4) The predicted expense of litigation; (5) The relative degree of fault of the settling tortfeasors; (6) The amount of consideration paid to settle the claims; (7) The insurance policy limits and solvency of the joint tortfeasors; (8) The relationship among the parties and whether it is conducive to collusion or wrongful conduct; and (9) Any other evidence that the settlement is aimed at injuring the interests of a non-settling tortfeasor or motivated by

other wrongful purpose.

(11) The strongest factors that justify that this settlement was made in good faith concern the predicted expense of litigation and the relative degree of the fault of the settling tortfeasors which Petitioner does not deny as well as the settlement being an arm's length transaction. Also the amount of consideration paid to settle the claims is significant but less than compared to the potential expense of litigation between Petitioner and Respondent. There is no collusion or wrongful conduct between Petitioner or Respondent as the accountant client relationship was terminated and the circumstances are that Respondent cannot bind individual union members but only the corporation and all employees and shareholders.

(12) The settlement was made in good faith between Petitioner and Respondent and Respondent has notified all of its membership of the settlement.

(13) Based on the foregoing wherefore, Petitioner Jay Miyaki CPA LLC requests this Honorable Court to (a) determine that the instant settlement reached between Petitioner and Respondent is a good faith settlement within the meaning of § 663-15.5 of the Hawaii Revised Statutes; (b) enter an Order that all pending claims or counter-claims against Petitioner be dismissed or barred; and (c) enter an Order that any of the joint tortfeasors or co-obligors are barred or precluded from making any further or future claims against Petitioner.

DATED: Honolulu, Hawaii, October 7, 2021.

/S/ SHELTON G.W. JIM ON
SHELTON G.W. JIM ON

EXHIBIT A

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

JAY MIYAKI CPA LLC

Petitioner,

vs.

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS dba
I.A.T.S.E. LOCAL 665, a domestic
non-profit corporation

Respondent.

) S.P. NO: _____
) (Other Civil Matter)

) NOTICE OF HEARING AND
) CERTIFICATE OF SERVICE

) Trial Date: None
) Trial Time:
) Trial Judge:

NOTICE OF HEARING

TO:

Bob Giolito
Law Office of Robert S. Giolito P.C.
1626 Montana Ave., Suite 201
Santa Monica, California 90403-1808
Attorney For Respondent INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
dba I.A.T.S.E. LOCAL 665, a domestic non-profit corporation c/o President Tuia'ana
Scanlan

All current union members of INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
dba I.A.T.S.E. LOCAL 665, a domestic non-profit corporation
C/O President Tuia'ana Scanlan
501 Summer St. #605
Honolulu, Hawaii 96817

Robin Kekuewa Wong
3550 Paho Avenue
Honolulu, Hawaii 96816

NOTICE IS HEREBY GIVEN that Petitioner Jay Miyaki CPA LLC's Petition For Determination Of Good Faith Settlement shall come on for hearing before the Honorable _____, Judge of the above-entitled Court, in his/her courtroom at Kaahumanu Hale, 777 Punchbowl Street, Honolulu, Hawaii 96813 at _____ .m. on _____, _____, 2020, or as soon thereafter as counsel can be heard.

DATED: Honolulu, Hawaii, October 7, 2021.

/S/ SHELTON G.W. JIM ON
SHELTON G. W. JIM ON

Attorney for Petitioner
JAY MIYAKI CPA LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 7, 2021 a copy of Petitioner Jay Miyaki CPA, LLC's Petition For Determination Of Good Faith Settlement; Declaration Of Shelton G. W. Jim On; Exhibit A; Notice Of Hearing And Certificate Of Service was mailed by U.S. Mail to Respondents at their last known address:

Hand
Delivered

()

U.S. Mail
Postage Prepaid

(X)

Bob Giolito
Law Office of Robert S. Giolito P.C.
1626 Montana Ave., Suite 201
Santa Monica, California 90403-1808
Attorney for INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS dba I.A.T.S.E. LOCAL 665, a
domestic non-profit corporation

() (X) All current union members of INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS dba I.A.T.S.E. LOCAL 665, a domestic non-profit corporation c/o President Tula`ana Scanlan 501 Sumner St, #605 Honolulu, HI 96817

() (X) Robin Kekuewa Wong 3550 Pahoia Avenue Honolulu, Hawaii 96816

DATED: Honolulu, Hawaii, October 7, 2021.

/S/ SHELTON G.W. JIM ON
SHELTON G. W. JIM ON

Attorney for Petitioner
JAY MIYAKI CPA LLC

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