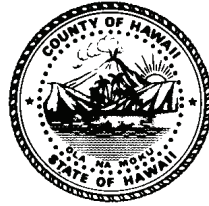


Mitchell D. Roth
Mayor



Elizabeth A. Strance
Corporation Counsel

J S. Yoshimoto
Assistant Corporation
Counsel

COUNTY OF HAWAII
OFFICE OF THE CORPORATION COUNSEL

101 Aupuni Street, Suite 325 • Hilo, Hawaii 96720 • Phone (808) 961-8251 • Fax (808) 961-8622

October 17, 2023

Via Electronic Mail only

David J. Hoftiezer, Esq.
Goodsill Anderson Quinn & Stifel
999 Bishop Street, Suite 1600
Honolulu, Hawaii 96813
e-mail: dhofstiezer@goodsill.com

Dear Mr. Hoftiezer:

Re: Fiscal Year 2023-24 Professional Services: Statement of Qualifications (SOQs)

Thank you for submitting your firm's Statement(s) of Qualifications for providing professional services to the Office of the Corporation Counsel, County of Hawaii. Based upon the information provided, the Department's review committee has determined that your firm is qualified to perform services for the following category(ies):

- CC.1) Attorney/Law (Civil Rights Defense)
- CC.2) Attorney/Law (General Personal Injury Defense)
- CC.3) Attorney/Law (Criminal Defense of County Employees)
- CC.4) Attorney/Law (General defense in civil matters, including administrative proceedings)
- CC.5) Attorney/Law (Federal and State Tax)
- CC.6) Attorney/Law (Worker's Compensation)
- CC.7) Attorney/Law (Constitutional)
- CC.8) Attorney/Law (Public Sector Employment)
- CC.9) Attorney/Law (Public Financing)
- CC.10) Attorney/Law (Drafting of Legislation and Administrative Rules)
- CC.11) Attorney/Law (Real Estate)
- CC.12) Attorney/Law (Land Use, Planning)
- CC.13) Attorney/Law (Class Actions)
- CC.14) Attorney/Law (Procurement)
- CC.15) Attorney/Law (Enforcement of Federal, State and County Law)
- CC.16) Attorney/Law (Condemnation)
- CC.17) Attorney/Law (Construction Litigation)
- CC.18) Attorney/Law (Bankruptcy)
- CC.19) Attorney/Law (Commercial Transactions)

David J. Hoftiezer, Esq.
Goodsill Anderson Quinn & Stifel
October 17, 2023
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- CC.20) Attorney/Law (Collections)
- CC.21) Attorney/Law (Fair Labor Standards Act and other laws related to compensation)
- CC.22) Attorney/Law (Environmental)
- CC.23) Attorney/Law (Regulatory)

Your firm will remain on the Department's List of Qualified Providers of Professional Services until June 30, 2024. For your information, this list may be utilized by any County agency during this time period.

When the need for professional services arises, a selection committee will review the qualifications of firms on the list in the appropriate category. Professional services procurements that equal or exceed \$5,000.00 are posted on the County's website within seven (7) days of the contract award.

Thank you for your interest in providing professional services to the County of Hawai'i. If you have any questions or concerns, please contact Amy Bautista at corp_counsel@hawaiicounty.gov or (808) 961-8251.

Respectfully,



Lerisa L. Heroldt
Deputy Corporation Counsel
Litigation Section Chief
Chair, 2023-24 Professional Services Statement of Qualifications Review Committee

David J. Hoftiezer, Esq.
Goodsill Anderson Quinn & Stifel
October 17, 2023
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bcc: County of Hawai'i, Procurement with enclosure (application packet)



October 13, 2023

Elizabeth A. Strance
Corporation Counsel
County of Hawai'i
101 Aupuni Street, STE 325
Hilo, Hawai'i 96720
808-961-8215

Re: Statement of Qualifications and Expression of Interest in Providing
Legal Services to the County of Hawai'i:
Response to Notice to Providers of Professional Services

Dear Ms. Strance:

In response to your Notice to Providers of Professional Services (the "Notice"), we wish to express the interest of our firm, Goodsill Anderson Quinn & Stifel, A Limited Liability Law Partnership LLP ("Goodsill"), to provide legal services to the County of Hawai'i, its departments, officials, and employees.

Goodsill maintains a wide range of practice groups. This expression of interest relates to and focuses on our attorneys and the legal services of (1) our environmental practice group and (2) our civil litigators; our firm is qualified to and would appreciate the opportunity to provide services for representation, advice, and counsel in civil matters involving environmental law and general civil defense, including administrative proceedings (professional service categories CC.4 and CC.22 of the Notice). Descriptions of our firm's expertise and experience in these two areas, as well as individual resumes of select attorneys, are included for your review and consideration.

I. Background on Goodsill Anderson Quinn & Stifel LLP

A. Name of the Firm, Location, and Contact Information

Goodsill Anderson Quinn & Stifel LLP maintains one, central office in the First Hawaiian Center, which is located at 999 Bishop Street, Suite 1600, in downtown Honolulu, Hawaii 96813. We occupy three floors of this building.

The primary point of contact for this expression of interest is Goodsill Partner David J. Hoftiezer, Esq., who can be reached at (808) 547-5703 and dhoftiezer@goodsill.com.

Elizabeth A. Strance
October 13, 2023
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B. Age of the Firm and Description of Staff and Facilities

Goodsill has deep roots in the local community that date back to 1878. As of October 12, 2022, Goodsill Anderson Quinn & Stifel employs 52 full-time attorneys and 32 support staff. Of the attorneys, 37 are partners and 15 are associate attorneys and counsel. Seven of the support staff are paralegals. These numbers are consistent with our average staff size over the last five years.

Goodsill also has a robust and capable technological infrastructure. Our attorneys have access to online and in-house legal research libraries to help them quickly and accurately find the answers they need. These services are designed to help the attorneys be efficient and minimize the cost to the client. Goodsill aggressively pursued its Knowledge Management initiative, to identify key internal works stored in our substantial document collections residing in our document management system, and highlight areas of expertise within our firm so that our attorneys can really leverage the benefits of collaboration in a firm of our size. This greatly reduces the time it takes to research and produce all of our work product. Our systems support secure document management while allowing remote access and, when needed, file sharing.

To that end, Goodsill invested in secure file sharing system to transmit and allow our clients to transmit large volumes of data. This system—like our file management system—is designed with our clients' security and privacy as the utmost concern. The technologies we use help ensure that data stays where it belongs and is accessed only by authorized users. Goodsill also maintains a state of the art network perimeter security system, scanning all inbound and outbound network traffic to keep our environment as safe as possible.

Our offices include several spaces specifically designed for efficient, cost-effective delivery of legal services, such as fully equipped and secured “war rooms” for large cases, and a comprehensive collection audio-visual and graphics equipment. We are able to host and collaborate with our clients and co-counsel in both virtual and traditional conference room environments.

II. Experience and Training

Goodsill's attorneys have several centuries of cumulative legal experience. For the purpose of this expression of interest, however, we are focusing on two of Goodsill's main practice areas: environmental law and general civil defense (including administrative proceedings).

Elizabeth A. Strance
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A. Environmental and General Civil Defense

Goodsill's environmental practice group is lead by Lisa A. Bail. Ms. Bail's practice includes representation of clients in connection with investigation and cleanup of contaminated properties, as well as permitting, compliance and enforcement under the Clean Water Act, the Endangered Species Act, Hawaii's solid waste law, RCRA, TSCA, the UST laws, and the Clean Air Act. Ms. Bail has prior experience representing counties in Hawaii, including with regards to seabird habitat conservation plans and with the regards to water contamination issues. Other relevant experience includes representing the Honolulu Board of Water Supply in connection with Safe Drinking Water Act compliance and representing clients in connection with water use permits and related litigation.

Ms. Bail frequently works on environmental matters with David J. Hoftiezer, who has an A.B. in Environmental Studies as well as experience in environmental law. Mr. Hoftiezer's environmental practice includes representing clients in connection with the Endangered Species Act, Hawaii's solid waste law, investigation and cleanup of contaminated properties, and responding to inquiries and litigation related to hazardous waste and environmental contamination.

Both Ms. Bail and Mr. Hoftiezer are also members of Goodsill's business litigation practice group and have extensive experience in general civil litigation, including with regards to administrative matters. This practice includes several matters that advanced through Supreme Court argument. Both have experience with matters before administrative agencies and are familiar with the local Rules of Civil Procedure, Administrative Rules, and of our state and federal courts. Recently, Ms. Bail and Mr. Hoftiezer have been working together on matters related to climate change and in defending actions brought by David Henkin and Earthjustice.

Ms. Bail and Mr. Hoftiezer enjoy a deep bench of support from Goodsill's litigation partners, counsel, and associates; Goodsill's size allows it to scale up as needed on complex or time-sensitive matters. Three such attorneys that we highlight, here, are Partner Forest B. Jenkins, Counsel Matthew D. Ezer, and Associate Antony J. Kim. Mr. Jenkins has a background in general litigation, permitting, and administrative matters. Mr. Ezer—who practices environmental law, general civil litigation, and appellate law—clerked at the Ninth Circuit Court of Appeals, the United States District Court of Hawai'i, and also at the Hawaii Supreme Court. Mr. Kim also clerked (at the Hawaii Supreme Court and the Los Angeles Superior Court) and works closely with both Mr. Hoftiezer and Mrs. Bail on a variety of environmental and civil defense matters. Resumes for all five of these attorneys are attached to this Statement.

Elizabeth A. Strance
October 13, 2023
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B. Standard Terms and Billing Rates

Our standard hourly billing rates for 2023 have the following ranges:

Paralegals:	\$170 to \$280
Associates:	\$220 to \$300
Partners:	\$325 to \$550

Goodsill's Standard Terms of Representation and Billing Policies are enclosed. However, we would consider special billing arrangements in appropriate circumstances.

C. Recent Projects and Client Contacts

Recent matters of significance and relevance are the ongoing climate change litigations (Civil Nos. 1CCV-20-0000380 and 2CCV-20-0000283), state opioid litigation (1CCV-20-0000609), litigation related to the Hepatitis A outbreak (1CCV-19-0000517), and responding to claims brought by Earthjustice (various cases, including ongoing disputes). We were also involved in the Waimanalo Sanitary Gulch Landfill Expansion, the Hawaii Superferry litigation, and the Waiahole Ditch litigation. Although these cases highlight some of our experience and expertise in large and complex litigation, many of our engagements are resolved quietly and through mediation and negotiated resolutions. Specific client contacts can be provided upon request.

If you have any questions, please contact the undersigned at (808) 547-5703. We appreciate this opportunity to provide our statement of qualifications to continue to perform work for the County of Hawai'i.

Very truly yours,

GOODSILL ANDERSON QUINN & STIFEL



David J. Hoftiezer

Enclosures: Standard Terms
Biography of Lisa A. Bail
Biography of Matthew D. Ezer
Biography of David J. Hoftiezer
Biography of Forest B. Jenkins
Biography of Antony J. Kim



STANDARD TERMS OF REPRESENTATION AND BILLING POLICIES

This document sets forth the standard terms of our engagement and describes the billing practices and policies followed by Goodsill Anderson Quinn & Stifel, a limited liability law partnership LLP (hereinafter our “Firm”) in the absence of a contrary agreement with our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document, as well as our engagement letter, carefully and contact us promptly if you have any questions, suggested revisions or disagreements. You should retain this document, along with the engagement letter, in your file.

STANDARD TERMS

The Scope of Our Work

The legal services that we will provide to you are described in our engagement letter. Our representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter unless an additional engagement letter is agreed upon by both of us now or in the future.

Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based upon the state of the law at the time they are expressed.

Because we are a law firm, we provide only legal services. In the engagement we will not provide any investment, insurance, accounting or technical advice, make business decisions, or investigate the character or credit of those with whom you may be dealing.

Affiliates

It is our policy that our *client*, the person or entity for whom or which we are providing legal services, is the person or entity identified in our engagement letter and does not include affiliates of such person or entity, unless specifically agreed to in the engagement letter. For example, if the client is a corporation, partnership or limited liability company (“LLC”), any parents, subsidiaries, employees, officers, directors, shareholders of the corporation, partners of the

partnership, members of the LLC or commonly-owned corporations, partnerships or LLC's are not considered to be clients of the Firm. Those common types of affiliates include any equity stakeholders; parent, sister, brother and subsidiary companies; joint venture, limited and general partnerships and any other unincorporated entities in which our client may have an ownership interest; and any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. Similarly, if the client is a trade association, members of the trade association are not considered to be clients of the Firm. Likewise, if the client is an individual, family members, relatives and significant others are not considered to be clients unless they are identified as clients herein. Accordingly, for conflict of interest purposes, we may represent other clients with interests adverse to any such affiliate without obtaining your consent. Should you feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition or description of "Client" for a particular matter, please do not hesitate to discuss the matter with us before signing the engagement letter, or at any time thereafter. Our objective is to, among other things, avoid situations where either (i) clients being represented by our Firm find themselves being sued or in an adverse position to another client of our Firm because our records did not properly identify the client, or (ii) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, we are forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

Who Will Provide the Legal Services

Customarily, each client of the Firm is served by a principal lawyer contact. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other partners, other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services within each client's reasonable expectations on the most efficient and timely basis, whether that be "urgent priority" or in ordinary course.

Client Responsibilities

A solid attorney-client relationship is one of mutual trust, confidence and respect. Our relationship is a two-way street in the sense that lawyers need timely and complete input, cooperation and assistance from their clients, just as clients need timely and complete input, cooperation and assistance from their lawyers. We will, therefore, keep you informed of the progress of this matter as it progresses. If you wish to make sure that a particular client representative [or representatives are] is kept informed, please let us know so that we can make

appropriate arrangements. In addition, please feel free to contact me at any time if you ever have any questions about any aspect of our work on this matter.

Likewise, you must provide us with timely responses to requests for documentation and information that we may need to carry out our function as counsel and make individual clients or client personnel available to meet with us notwithstanding their other duties. Please bear in mind that if we do not obtain such cooperation, the quality of our representation may suffer and we may, in fact, feel constrained to withdraw from any further work.

You agree to pay our statements for services and expenses upon receipt. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you or at such other address as you have instructed us in writing to use for these purposes. If you affiliate with, acquire, are acquired by, or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the Firm to represent the new entity.

Exclusions from Representation

1. Our representation of you will not cover any workers' compensation matters, family law or criminal law, unless such issue(s) are specifically mentioned as matters for which we will represent you in our attached engagement letter or in a written amendment to that letter signed by both of us.

2. Our representation does not include any advice or other legal services relating to Federal or State securities laws, including appearing or practicing before the Securities and Exchange Commission ("SEC") or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with Federal or State securities regulators, including the SEC.

3. We do not provide tax advice or representation on tax related matters, unless specifically set forth in our engagement letter or a proper amendment thereto. While we may comment on potential tax implications from time to time, you are specifically advised that, unless otherwise provided in our engagement letter: (a) you should not rely on such comments as tax advice; (b) any such comments are not intended to be used and cannot be used by you for the purposes of tax compliance or avoiding penalties; and (c) you should consult a capable tax attorney or tax accountant.

**Confidentiality; Use of Electronic Communications;
Consequences of Wrongful Use of Third Party Computers or
Wrongful Disclosure to Third Parties**

The Firm may send documents or other information that is covered by the attorney-client or work product privileges to you by way of, among other means, use of cellular telephone and/or external electronic communication (“EC”) (via the internet or other network). You understand that cellular telephone and EC are not absolutely secure methods of communication. Your execution of the engagement letter will serve to acknowledge and accept the risk and authorize the Firm to use cellular telephones and EC means to communicate with you or others necessary to effectively represent you. If there are certain documents or information with respect to which you wish to maintain heightened confidentiality, you must advise the Firm in writing not to send or communicate about such documents or information via cellular telephone and/or EC and the Firm will comply with your request. You may also contact the Firm to inquire about non-standard forms of EC that may provide additional security for documents and information for which you wish to maintain heightened confidentiality.

We hereby acknowledge and agree that we take, and that we shall continue to take, customary, market-standard measures to maintain the confidential and privileged nature of our communications with you and our records regarding you, whether stored in hard copy form or electronically. To protect communications subject to the attorney-client and work product privileges, we advise you to avoid use of computers systems, laptops, Blackberry or other communication devices that do not belong to you and which may be accessible by others, such as systems or devices that belong to your employer or to a family member who may not be clients of the Firm. If you elect to communicate with us by way of such systems or devices, you acknowledge and accept the risk of use of such systems or devices.

No Continuing Duties

After the conclusion of our representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after the conclusion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Governing Law

The laws of the State of Hawaii shall govern the interpretation of this agreement, including Hawaii ethical rules applicable to our provision of services.

Binding and Entire Agreement

These Standard Terms and our letter of engagement represent the entire agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this letter without the written consent of all the parties hereto.

Termination or Conclusion of Services

You may at any time terminate our services and representation upon our receipt of written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid in full for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal or incurred subsequent to our decision, but, in our view, reasonably necessary to protect your interests or in the case of multiple clients the combined interests of those clients as a group client. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Subject to our continuing obligations of confidentiality to you, which will survive such termination or withdrawal, unless otherwise agreed in

writing, this engagement may terminate if no services are provided by us for a six-month period, except where we are awaiting an action or decision by a court, tribunal or agency, or specific actions are necessary to complete the engagement that extend beyond the 6-month period.

Documents and Materials

At the conclusion of our representation, at your request and upon our receipt of payment for all outstanding fees and costs, your papers and property will either be returned to you or destroyed in accordance with your written directions. As described below, some of these files belong to you (“Client Files”) and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the central file that we maintain for each client matter. That file contains what we consider to be the important records for the representation. All other documents not in the Client File will belong to us. Among other things, the Client File will not contain our administrative documents or drafts of documents or memoranda that we may prepare but do not transmit to you.

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the reasonable time and expense for searching, locating, reviewing and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request.

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. In order to collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular rates for this time reasonably spent and pay any necessary disbursements reasonably incurred. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the Client Files. You also agree to pay all such fees and charges prior to our release or shipment of those Client Files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense, subject to our continuing obligations of confidentiality to you, which will survive the return of the Client Files.

If you do not request in writing the return of your papers and property within 30 days from the termination of our services and/or if final

payment for our services is not received, we reserve the right to return, store or discard your papers and property and/or any other documents or material related to this matter in our sole discretion. Should you request those Client Files beyond that 30 day period, you also agree to pay us at our regular rates for the time we will reasonably spend responding to your request, as well as the costs incurred to return those files, payment for which will be required prior to release or shipment of those Client Files.

If you do not request return of the Client Files, we will maintain them for a period of five (5) years, after which time you agree that we may dispose of them in a confidential manner. We may dispose of our own files relevant to you at any time without notice to you in a manner reasonably designed to maintain the confidential and privileged nature of the information contained therein.

In addition, our own files pertaining to this matter may be retained by the Firm, in accordance with our information management policies in effect at such time. Our own files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda and e-mails, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. In our sole discretion, we may also keep additional material pertaining to this matter. All such documents retained by the Firm will be transferred to the person who administers our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us at any time, although no documents or material will be destroyed or disposed of for 30 days from the termination of our services.

BILLING POLICIES

1. **Fees.** Our fees for most cases and projects are based on the time value of the work performed on the assignment. The time value of work performed is the product of the time spent on the matter by each attorney and legal assistant, and the hourly rate assigned for work performed on the matter by that individual. The Firm's billing unit is one-tenth of an hour (i.e., six-minute increments). The Firm's hourly rates are reviewed and adjusted from time to time, typically once a year, and accordingly may change during the course of our representation. Any such changes will be applicable in determining the time value of work performed on a matter from the date they become effective. You will be informed of any changes in the basis or the rates of our fees or expenses contemplated once our representation has commenced. All fees and costs are calculated and billed in U.S. Dollars (USD) unless expressly provided otherwise.

Our attorneys bill for the time they spend traveling in connection with the matter for which the Firm has been engaged, if work is actually being performed for the client. Our attorneys may also bill for time spent traveling during which work is not performed when it is not feasible to be working on the matter for which the Firm has been engaged, such as when travel is outside of normal business hours in order to meet the scheduling requirements of clients or others involved in the same client matter.

In some situations we have entered into arrangements with a client under which we charge for our services based on considerations other than, or in addition to, the time value of our services. For example, we have accepted certain cases on a contingency fee or a fixed fee basis, and we have also accepted certain matters with the express understanding that a premium will be charged for our services because of the unusual demands of the project, the efficiency with which the work is performed or the results we achieve. In addition, we may propose a higher fee during or upon completion of a matter where the circumstances, complexity or demands of a matter, or the results that we have achieved through our representation, have significantly exceeded initial expectations. Our policy is to require that any such special arrangement or premium rate be confirmed in writing.

2. **Costs and Disbursements.** In addition to fees for services, the Firm charges separately for certain costs incurred and for disbursements made by it in connection with each representation. These include such items as charges for certain internal services performed by the Firm, such as: photocopying (at ten cents per page), sending telecopies (“faxes”) (at twenty cents per page) and staff overtime (when required by the exigencies of the client matter and not by an attorney’s general workload); these also include charges to reimburse our Firm for disbursements made to third parties, such as filing fees, long-distance telephone charges (including such charges for faxes), postage, court reporters, travel expenses (including air fare, normally at coach rates), courier charges, and other disbursements made, or charges incurred, on the client’s behalf or at the client’s direction. Invoices for costs incurred to third parties on a client’s behalf may be forwarded to the client for direct payment, rather than being paid by the Firm and reimbursed by the client. When substantial expenses are anticipated, the Firm may require that monies to cover those expenses be advanced. For certain types of expenses, such as telephone toll charges and shipping/courier/freight expenses, a client may not be billed on a current basis, since there may be a delay by the provider in billing our Firm for these expenses.

Our Firm may engage the services of outside consultants (such as expert witnesses, translators, appraisers and engineering Firms) to facilitate its representation of a client’s interests, and may advance their fees and disbursements or have them billed directly to the client. Regardless of how the billing arrangements

are established, the client remains ultimately responsible for the payment of the fees and disbursements of such outside consultants.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is neither a maximum or fixed-fee quotation nor a committed range of final fees and costs. The ultimate expense is inherently unpredictable and is therefore rarely the same as any estimate and is sometimes significantly above or below our good faith estimate because of the high degree of uncertainty in the time that may be required and the costs that may be incurred throughout each separate representation. Payment of the Firm's fees and costs is not contingent on the ultimate outcome of any matter, unless the original engagement was based upon a lawful, contingent fee arrangement.

3. **Computerized Research.** Computerized research is usually more thorough and efficient, and involves less total cost to the client, than if our attorneys performed equivalent research without the benefit of computer assistance. For research that involves searches of data bases outside our Firm, we are charged for that research by the third parties (Lexis or Westlaw) providing these data bases. In addition to our fees for the time spent by the attorney or legal assistant conducting such research, we include a charge to our client to cover the charges made by these third parties to our Firm for such searches.

4. **State of Hawaii General Excise Tax.** Hawaii general excise tax, at the current rate of 4.71% for services subject to the City and County of Honolulu surcharge (effective January 1, 2007) or 4.16% for all other services, will be added to all invoices.

5. **Retainer.** The Firm generally requires the payment of a retainer at the inception of all new engagements in order to at least partially cover fees, costs and disbursements. The amount of each retainer depends upon the circumstances of the particular matter. The Firm may, in its discretion, hold the retainer as security for the payment of all fees, costs and disbursements until the conclusion of our representation, or in its discretion it may at any time apply all or a portion of the retainer in payment of fees, costs or disbursements as incurred. If the Firm holds some or all of the retainer until the conclusion of the matter, any unused portion of the retainer will be returned to you.

6. **Billing Statements; Late Payment Charge.** Bills for services, costs and disbursements will typically be sent on a monthly basis, usually within thirty (30) days after the close of each month, unless the amount of activity on a matter does not warrant a billing or unless other arrangements requested by the client

have been approved by the Management Committee of our Firm. Our invoices set forth specific information concerning the work performed and identify costs and disbursements by category. Bills are due and payable upon receipt. If our bill is not paid within thirty (30) days of the statement date, a late charge at the rate of 1% per month on the unpaid balance may be added to the amount owed by the client. In appropriate circumstances determined in the Firm's sole judgment, we may suspend performing services for you (or the Company) until arrangements satisfactory to us have been made for the payment of outstanding invoices and for projected future fees and expenses.

7. **Special Billing Arrangements.** Any special fee or billing arrangement, such as a contingent fee arrangement, will not be enforceable unless acknowledged in writing by both the Firm and the client.

8. **Billing Inquiries.** The Firm's objective is to provide high quality legal services for a fee that is reasonable taking into account all of the circumstances of the representation. Clients should contact us immediately if they have questions concerning our billing policies, specific bills or the services we are providing. Such inquiries should be directed to the billing partner or to any other partner providing (or supervising the provision of) the services in question, or to the Firm's Accounting Department.

9. **Payments.** If you wish to pay the retainer or our bills for services via wire transfer, funds can be wired to our client trust account:

Bank of Hawaii
111 S. King Street
Honolulu, Hawaii 96813
ABA Routing Number: #1213 01 028

To the Account of:
Goodsill Anderson Quinn & Stifel
A Limited Liability Law Partnership LLP
Client Trust Account
Account No. 01 082302.

10. **Responses to Audit Letters.** If you engage an accountant to audit your financial statements, it is likely the accountant will request, during the audit, that our Firm provide a written description of all pending or threatened claims or lawsuits to which we have given substantive attention on your behalf. Please be aware that our Firm follows the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditor Requests for Information (the "ABA Statement"). Under the ABA Statement there are limited areas for proper

inquiry of a client's lawyers. Improper requests contrary to the ABA Statement will be rejected. We will charge our current regular hourly rates in effect at the time of any response to auditor request letters.

11. **Compliance with HIPAA Rules.** Please be aware that our Firm follows the Health Insurance Portability Act of 1996, Pub. L. 104-191 (referred to as "HIPAA," which includes the "Privacy Rule" and the "Security Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and regulations adopted thereunder (including the omnibus final rule published on January 25, 2013) (all collectively referred to as the "HIPAA Rules"), with respect to any client engagement of the Firm where there is or later develops any anticipated, potential or actual disclosure of "protected health information" to the Firm. If any client believes that a Business Associate Agreement ("BAA") must be signed by our Firm, please advise any Firm Partner immediately so that our standard BAA can be promptly sent.



Lisa A. Bail

- *Partner*

lbail@goodsill.com

CALL/EMAIL/CONNECT:

(808) 547-5787

BIOGRAPHY

Lisa concentrates her practice in environmental law, land use litigation and commercial litigation.

Her experience includes trials, administrative hearings and appellate work in areas of environmental law, personal injury, contracts and products liability. She is knowledgeable in all phases of litigation practice, from pleading and discovery through injunction, summary judgment, trial, mandamus and appeal.

OUTSIDE THE OFFICE

Lisa devotes her time to volunteering for causes like urban forestry and judicial independence. Currently, she is an officer and director of Smart Trees Pacific, supporting their urban forestry projects, and she serves both as the Hawai'i Delegate to the American Bar Association and on the board of the American Judicature Society, an independent, nonpartisan, membership organization, working nationally to protect the integrity of the American justice system.

Her devotion to trees also branches into familial territories, as Lisa enjoys researching her family's genealogy.

[Click Here to Learn More](#)

EDUCATION

- **Boston University School of Law**, Boston, Massachusetts
 - J.D. - 1993
 - Honors: *cum laude*
- **Boston University College of Liberal Arts**, Boston, Massachusetts
 - B.A. - 1990
 - Honors: *magna cum laude*
 - Honors: Phi Beta Kappa
 - Honors: Hazel M. Purmont Alumnae Award
 - Honors: Peter A. Bertocci Award for Academic Achievement
 - Honors: Humanitarian Service and the Philosophy Department's Matchette Prize

- Major: Philosophy

BAR ADMISSIONS

- Hawaii, 1993
- U.S. District Court District of Hawaii, 1993
- U.S. Court of Appeals 9th Circuit
- Massachusetts, 1994

PROFESSIONAL ASSOCIATIONS

- Hawaii State Bar Association
- American Bar Association
- American Judicature Society, Director
- Smart Trees Pacific, Officer and Director
- American Journal of Law and Medicine, Member
- Massachusetts State Bar Association

REPRESENTATIVE CASES

- Stone v. Continental Airlines, Inc., 905 F.Supp. 823, 1995, D.Hawai'i, 1995235984

PRACTICE AREAS:

- Entitlements and Permitting
- Environmental Laws and Compliance
- Anti-Trust
- Appellate Practice
- Commercial Litigation
- Environmental Litigation
- Products Liability
- Real Estate and Construction Litigation

HONORS

- The Best Lawyers in America, 2020
- The Best Lawyers in America, Lawyer of the Year in Honolulu, 2020
- Chambers USA, 2019

- Super Lawyers, 2019

PRO-BONO ACTIVITIES

- American Judicature Society, Director
- Smart Trees Pacific, Officer and Director



Matthew D. Ezer

- *Counsel*

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CALL/EMAIL/CONNECT:

(808) 547-5626

BIOGRAPHY

Matthew is a member of Goodsill's Business Litigation Practice Group and has more than 10 years of experience working in the state and federal courts. His practice focuses on business and commercial law, real estate and business litigation, environmental law, land use litigation, and appellate work.

Having completed clerkships in federal and state courts at both the trial court and appellate court level, Matthew offers rare insight into how courts handle and decide cases. Matthew clerked at the Ninth Circuit Court of Appeals for Judge Richard R. Clifton and at the United States District Court of Hawai'i for Judge Susan Oki Mollway. Matthew also clerked at the Hawaii Supreme Court for Justice Simeon R. Acoba. Prior to joining Goodsill, Matthew worked as a civil litigator with Cooley LLP in Palo Alto, California.

OUTSIDE THE OFFICE

Matthew enjoys bodysurfing, running, soccer, hiking, reading, and playing with his dog.

EDUCATION

- **Stanford Law School**, Stanford, CA
 - J.D. – 2012
 - Honors: Gerald Gunther Prize for Outstanding Performance in Property, Constitutional Law II, Conflict of Laws, and Statutory Interpretation
- **Claremont McKenna College**, Claremont, CA
 - B.A. – 2009
 - Honors: magna cum laude
 - Honors: SCIAC Male Scholar Athlete of the Year, 2009
 - Honors, All-SCIAC, Track and Field, 2005-2009
 - Major: Psychology and Government

BAR ADMISSIONS

- California

- Hawaii
- U.S. Supreme Court
- U.S. Court of Appeals 9th Circuit
- U.S. District Court District of Hawaii
- U.S. District Court Northern District of California
- U.S. District Court Central District of California
- U.S. District Court Southern District of California

PRACTICE AREAS:

- Anti-Trust
- Appellate Practice
- Class Actions
- Commercial Litigation
- Insurance Litigation and Coverage
- Products Liability



David J. Hoftiezer

- *Partner*

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(808) 547-5703

BIOGRAPHY

David is a partner in Goodsill's Litigation Practice Group. David is able to talk with clients about complex strategies and technological issues related to cybersecurity, business, aviation, environmental concerns, and internal controls in simple terms they can understand.

He has litigation experience in areas of aviation, environmental law, corporate defense, professional liability, premises liability, dram shop liability, and intellectual property.

A graduate of Dartmouth College and University of California Davis School of Law, David began his career as an associate working in Washington, D.C. and Paris, France as a member of Hughes Hubbard & Reed LLP's securities litigation and anti-corruption and internal investigations practice groups. David has been with Goodsill since he moved to Hawai'i with his family in 2013.

OUTSIDE THE OFFICE

David and his wife are bona fide foodies, so they're always up for trying a new restaurant or revisiting an old favorite.

EDUCATION

- **University of California at Davis School of Law, Davis, California**
 - J.D. – 2010
 - Honors: Senior Articles Editor, Law Review; Neumiller Competition Chair, Moot Court Board
- **Dartmouth College**
 - A.B. – 2004
 - Honors: Fire & Skoal Senior Honor Society
 - Honors: Green Key Junior Honor Society

BAR ADMISSIONS

- U.S. District Court District of Hawaii
- Hawaii, 2013
- Massachusetts, 2011
- District of Columbia Court of Appeals, 2011
- New York, 2011

PRACTICE AREAS:

- Environmental Laws and Compliance
- Anti-Trust
- Aviation Litigation
- Environmental Litigation
- Professional Liability
- Products Liability

HONORS

- Super Lawyers, Rising Stars, 2015-2019

PAST POSITIONS

- Hughes Hubbard & Reed LLP, Associate



Forest B. Jenkins

- *Partner*

fjenkins@goodsill.com

CALL/EMAIL/CONNECT:

(808) 547-5765

BIOGRAPHY

Forest is a member of the Business Litigation practice group, and has experience in business and commercial litigation, construction litigation and condominium association law.

Forest earned his J.D. degree from the University of Iowa, College of Law, where he was awarded the Dean's Award for finishing top of his class for Constitutional Law. While attending the University, Forest externed for the U.S. District Court, District of Oregon for Magistrate Judge Paul Papk.

Forest began his career as a Hawai'i state prosecutor assigned to felony cases and had the opportunity to serve as lead trial attorney in over ten jury trials. He went on to become a member of an in-house legal team for a California based construction company.

Prior to joining Goodsill, Forest practiced for three years with a mid-sized law firm in Honolulu focusing on commercial and construction litigation.

OUTSIDE THE OFFICE

Forest's hobbies include scuba diving, skiing, and surfing.

EDUCATION

- **University of Iowa College of Law, Iowa City, Iowa**
 - J.D. - 2012
 - Honors: Dean's Award for finishing top of his class for Constitutional Law
- **University of Iowa, College of Liberal Arts & Sciences**
 - B.A. - 2008

BAR ADMISSIONS

- Hawaii
- U.S. District Court District of Hawaii

PROFESSIONAL ASSOCIATIONS

- Hawaii State Bar Association
- Volunteer Legal Services of Hawaii

PRACTICE AREAS:

- Construction Law
- Appellate Practice
- Commercial Litigation
- Drug And Medical Device Litigation and Medical Malpractice
- Insurance Litigation And Coverage
- Landlord-Tenant Disputes
- Professional Liability
- Premises Liability
- Products Liability
- Real Estate and Construction Litigation

PAST POSITIONS

- U.S. District Court, District of Oregon for Magistrate Judge Paul Papk,
Extern

HONORS

- Best Lawyers Ones to Watch 2020, 2021



Antony Kim

- *Associate*

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(808) 547-5634

BIOGRAPHY

Antony received his J.D. from Southwestern Law School in Los Angeles, California. During law school, Antony served as a judicial extern for Associate Justice Sabrina McKenna of the Hawai'i Supreme Court, and for the Honorable Amy Pellman of the Los Angeles Superior Court; and a law clerk for the Los Angeles Public Defender's Office. Antony also served as a staff member on Southwestern Law School Law Review. Before joining Goodsill, Antony clerked for Associate Justice Sabrina McKenna of the Hawai'i Supreme Court.

OUTSIDE OF THE OFFICE

In his free time, Antony enjoys reading, hiking, and playing chess recreationally.

EDUCATION

- **Southwestern Law School**, Los Angeles, California
 - J.D. - 2019
 - Honors: Second Place Brief Writer Finalist, 2017 Intramural Moot Court Competition
 - Honors: CALI Excellence, Legal Analysis Writing and Skills II 2017
 - Honors: CALI Excellence, Youth at Risk Upper Division Writing Elective 2018
 - Honors: Witkin Award, Torts 2016
 - Honors: Public Service Distinction 2019
- **California State University, Northridge**, Northridge, California
 - B.A. - 2015

BAR ADMISSIONS

- California, 2019
- Hawaii, 2020

PRACTICE AREAS:

- Appellate Practice
- Commercial Litigation
- Insurance Litigation And Coverage

- Professional Liability
- Construction Law