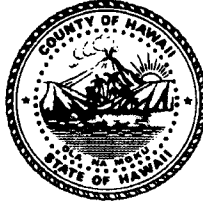


C. Kimo Alameda, Ph.D.  
Mayor



Renee N.C. Schoen  
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 29, 2025

Via Electronic Mail only

Gary N. Kunihiro  
Leong Kunihiro Brooke & Kim  
1190 Pacific Guardian Center - Makai Tower  
733 Bishop Street  
Honolulu, Hawaii 96813  
E-mail: [gnk@lkblawhi.com](mailto:gnk@lkblawhi.com)

Dear Mr. Kunihiro:

Re: **Fiscal Year 2025-26 Professional Services  
Statement of Qualifications (SOQs)**

Thank you for submitting your firm's Statement 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:

- CC.1) Attorney/Law (Bankruptcy)
- CC.2) Attorney/Law (Civil Rights Defense)
- CC.3) Attorney/Law (Class Actions)
- CC.4) Attorney/Law (Collections)
- CC.5) Attorney/Law (Commercial Transactions)
- CC.6) Attorney/Law (Condemnation)
- CC.7) Attorney/Law (Constitutional)
- CC.8) Attorney/Law (Construction Litigation)
- CC.9) Attorney/Law (Criminal Defense of County Employees)
- CC.10) Attorney/Law (Drafting of Legislation and Administrative Rules)
- CC.11) Attorney/Law (Enforcement of Federal, State and County Law)
- CC.12) Attorney/Law (Environmental General)
- CC.13) Attorney/Law (Environmental Litigation)
- CC.14) Attorney/Law (Fair Labor Standards Act and other laws related to compensation)
- CC.15) Attorney/Law (Federal and State Tax)
- CC.16) Attorney/Law (General defense in civil matters, including administrative proceedings)
- CC.17) Attorney/Law (General Personal Injury Defense)
- CC.18) Attorney/Law (Land Use, Planning)

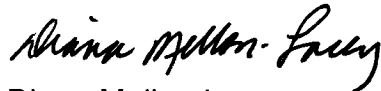
- CC.19) Attorney/Law (Procurement)
- CC.20) Attorney/Law (Public Financing)
- CC.21) Attorney/Law (Public Sector Employment)
- CC.22) Attorney/Law (Real Estate)
- CC.23) Attorney/Law (Regulatory)
- CC.24) Attorney/Law (Worker's Compensation)

Your firm will remain on the Department's List of Qualified Providers of Professional Services until June 30, 2026. 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 Jennifer Kualii at [corpcounsel@hawaiiicounty.gov](mailto:corpcounsel@hawaiiicounty.gov) or (808) 961-8251.

Respectfully,



Diana Mellon-Lacey  
Deputy Corporation Counsel  
Chair, 2025-26 Professional Services Statement of  
Qualifications Review Committee

c: County of Hawai'i, Procurement with enclosure (application packet)

LEONG KUNIHIRO BROOKE & KIM  
*Attorneys at Law – A Law Corporation*  
1190 Pacific Guardian Center – Makai Tower  
733 Bishop Street  
Honolulu, Hawaii 96813

Scott G. Leong  
Gary N. Kunihiro, Of Counsel  
Paul A. Brooke  
Christine J. Kim  
Todd Y. Hirai

Telephone No.: (808) 524-7575  
Facsimile No.: (808) 524-7878

Linda Zichittella Leong (1948-2004)

June 5, 2025

**VIA EMAIL ONLY**

Ms. Renee N.C. Schoen, Esq.  
[corpcounsel@hawaiicounty.gov](mailto:corpcounsel@hawaiicounty.gov)  
Corporation Counsel  
County of Hawai'i  
101 Aupuni Street, Suite 325  
Hilo, Hawaii 96720

**Re: STATEMENT OF QUALIFICATIONS AND EXPRESSIONS OF  
INTEREST – WORKERS' COMPENSATION LAW  
FISCAL YEAR 2025 – 2026**

Dear Ms. Schoen:

Please be advised that our office is interested in providing legal services to the County of Hawai'i pertaining to its workers' compensation claims. Currently, Gary N. Kunihiro, Esq. and the undersigned represent the County of Hawai'i regarding its workers' compensation claims.

Enclosed please find: (1) our firm profile; (2) practice profiles of Mr. Kunihiro and the undersigned; and (3) our billing policies. Please advise if you require any additional information.

Thank you for your time and attention to this matter.

Very truly yours,

LEONG KUNIHIRO BROOKE & KIM



Christine J. Kim

Enclosures

# **LEONG KUNIHIRO BROOKE & KIM**

*Attorneys at Law - A Law Corporation*

*Scott G. Leong*

*Gary N. Kunihiro*

*Linda Zichittella Leong (1948-2004)*

*Paul A. Brooke*

*Christine J. Kim*

*Todd Y. Hirai*

Leong Kunihiro Brooke & Kim has provided experienced and knowledgeable legal service to Hawai'i and Mainland U.S. clients since its formation in 1998. Formed by founding partners Scott Leong, Gary Kunihiro, and Linda Zichittella Leong, Leong Kunihiro & Leong concentrated its practice in the areas of State and Federal workers' compensation defense and related matters. Collectively, Scott, Gary, and Linda brought to the firm more than 50 years of experience, both in private practice and as insurer in-house counsel. Scott and Linda were partners at the Honolulu law firm Goodsill Anderson Quinn & Stifel. Gary was Senior In-House counsel with First Insurance Company of Hawaii, Ltd.

In October 2010, Paul Brooke joined the firm. Paul was a partner at Devenney Watanabe & Brooke and was also in-house counsel for First Insurance Company of Hawaii, Ltd. after Gary left.

In June 2018, Christine Kim joined our firm as an associate after serving as a law clerk in Multnomah County Oregon as well as serving as Assistant Attorney General in America Samoa.

Our newest associate, Todd Y. Hirai, started on August 26, 2024, after working at several Honolulu firms, the last being a partner at Hirai & Hirai, where he was a partner with his father, Richard, and his brother, Craig. Todd has been a member of the Hawaii bar since 2000. His practice in the area of workers' compensation included representation of injured workers and defense work for Island Insurance Company.

Leong Kunihiro Brooke & Kim offers clients experienced representation in all areas involving State of Hawaii workers' compensation matters. The firm takes pride in providing its clients high quality, cost-effective, legal service. Representative clients of the firm include: Acclaim Risk Management, Acclamation Insurance Management Services, Bank of Hawaii, City & County of Honolulu, County of Hawaii, County of Kauai, Crum & Forster, Fireman's Fund Insurance Company, DTRIC Insurance Company, Ltd., First Insurance Company of Hawaii, Ltd., Gallagher Bassett Services, Inc., Island Insurance Company, National Interstate Insurance, The Queen's Medical Center, St. Paul Travelers, Sedgwick Claims Management Services, State Farm Fire and Casualty Company, State of Hawaii – Department of Human Services Development, Wal-Mart Stores, Inc., and Zurich American Insurance.

**1190 Pacific Guardian Center – Makai Tower**

**733 Bishop Street**

**Honolulu, Hawaii 96813**

**Telephone No.: (808) 524-7575**

**Facsimile No.: (808) 524-7878**

## CHRISTINE J. KIM

**Christine J. Kim** concentrates her practice in the defense of workers' compensation claims. She has represented clients including hotels, government entities, and small businesses. Examples of her work include:

- **Disputed Compensability:** Defended employers against workers' compensation claims for physical and psychological injuries.
- **Medical Management:** Assisted employers in handling treatment plans, obtaining medical examinations, and helping to move injured workers towards medical stability.
- **Workers' Compensation Fraud:** Investigated workers' compensation fraud complaints by arranging surveillance and conducting depositions. Filed fraud complaints at the Disability Compensation Division and obtained favorable results for employers.
- **Settlement of Claims:** Made settlement recommendations, negotiated settlement terms, and drafted settlement agreements for cases involving permanent partial disability, death, and subrogation.

Christine received her undergraduate degree with a double-major in history and political science at University of Oregon. Her academic honors included Phi Beta Kappa, Pi Sigma Alpha, and Phi Alpha Theta. Christine obtained her law degree from Lewis & Clark Law School. After that, she worked as a Law Clerk to Judge Michael S. Loy and then served as an Assistant Attorney General in American Samoa. Christine joined Leong Kunihiro Brooke & Kim in June 2018 and has exclusively practiced workers' compensation law in Hawai'i since joining the firm. In her spare time, Christine enjoys spending time with her family, travelling, and going to the beach.

### Education

Lewis & Clark, J.D.  
University of Oregon, B.A.

### Admitted to Practice

State Courts of Hawaii  
State Courts of Oregon  
*(inactive)*

### Address

1190 Pacific Guardian Center  
- Makai Tower  
733 Bishop Street  
Honolulu, Hawaii 96813

### Direct Dial

(808) 524-7575 ext. 4

### E-mail Address

[cjk@lkblawhi.com](mailto:cjk@lkblawhi.com)

## GARY N. KUNIHIRO

**Gary N. Kunihiro** concentrates his practice in the defense of workers' compensation claims. He has represented a wide range of clients including construction companies, hotels, supermarkets, retailers, financial institutions, and small businesses. Examples of his work include:

- **Disputed Compensability:** Defended employers against low back, neck, repetitive motion claims, cardiovascular claims, cerebrovascular claims, stress claims, claims for injury due to exposure to toxic chemicals, claims for death benefits.
- **Apportionment of Benefits:** Negotiated and/or litigated apportionment claims against the Special Compensation Fund in permanent partial disability, permanent total disability and death cases.
- **Vocational Rehabilitation Disputes:** Advised and represented clients on disputes involving various vocational rehabilitation issues.

Mr. Kunihiro received an undergraduate degree in sociology. Academic honors include Phi Beta Kappa and Phi Kappa Phi. He was a deputy prosecuting attorney for the County of Hawaii. Mr. Kunihiro subsequently entered private practice concentrating in insurance and workers' compensation defense. He was then employed as staff counsel with two major local insurance companies and brings a "unique" prospective in defending workers' compensation claims. In his spare time, Mr. Kunihiro enjoys spending time with his family and is also an avid golfer.

### Education

Gonzaga University,  
J.D. 1981  
University of Hawaii,  
B.A. 1977  
Honolulu Community College,  
A.A. 1975

### Admitted to Practice

U.S. District Court of Hawaii  
State Courts of Hawaii

### Professional and Civic Activities

Hawaii State Bar Association  
Arbitrator, Court Annexed  
Arbitration Program

### Address

1190 Pacific Guardian Center  
– Makai Tower  
733 Bishop Street  
Honolulu, Hawaii 96813

### Direct Dial

(808) 524-7575 Ext. 2

### Internet Address

[gnk@lkblawhi.com](mailto:gnk@lkblawhi.com)

**LEONG KUNIHIRO BROOKE & KIM**  
**BILLING POLICIES**

This memorandum describes the billing practices and policies followed by Leong Kunihiro Brooke & Kim in the absence of a contrary agreement with our client.

**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 by that individual. The firm's billing unit is one-tenth of an hour (i.e., six-minute increments). The firm's range of hourly rates are as follows:

|            |          |    |          |
|------------|----------|----|----------|
| Partners   | \$195.00 | to | \$225.00 |
| Associates | \$125.00 | to | \$175.00 |
| Paralegals | \$75.00  | to | \$125.00 |

The firm's hourly rates are reviewed and adjusted from time to time 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. However, no such change will be made without prior notice to and consent of our client.

Our attorneys bill for the time they spend traveling if work is actually being performed for the client or when it is not feasible to be working for the client or others. Our attorneys may also bill for a portion of the time spent traveling during which work is not performed, particularly if the travel is outside of normal business hours in order to meet the scheduling requirements of clients or others.

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. Our policy is to require that any such special arrangement be set forth 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 for photocopying (at 10 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 at coach rates), courier charges, and other disbursements made on the client's behalf. 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.

**3. State of Hawaii General Excise Tax.** A charge of 4.712% on legal fees is added to each of our bills to cover the firm's obligation to pay State of Hawaii general excise tax on account of our receipt of those fees.

**4. Retainer.** The firm generally requires the payment of a retainer to insure payment of fees, costs and disbursements, depending upon the circumstances of the particular matter. The firm may hold the retainer as security for the payment of its fees, costs and disbursements until the conclusion of our representation, or at its discretion may at any time apply it in payment of fees, costs or disbursements. For workers' compensation cases, the firm generally will not require a retainer.

**5. Billing Statements; Late Payment Charge.** Bills for services, costs and disbursements will typically be sent on a monthly basis, unless the amount of activity on a matter does not warrant a billing or unless other arrangements requested by the client have been previously approved. 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 will be added to the amount owed by the client.

**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.** Our 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 attorney.