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June 16, 2026

**VIA EMAIL/MAIL** *(marjorie@hmdp.com; craig@hmdp.com)*

Marjorie J. Walsh
Craig W. Walsh
350 Ward Avenue, #106-8
Honolulu, Hawaii 96814

**Re: Marjorie J. Walsh, Craig W. Walsh v. MMI Realty Services, Inc.**
**Civil No. 1CCV-24-0000003**
**Date of Loss: 8/16/2023**

Dear Mrs. and Mr. Walsh:

Defendant MMI ("Defendant") hereby allows you one last chance to avoid having a monetary judgment entered against you. As I previously told you[1]:

a) Defendant prevailed on both Motions for Summary Judgment on May 26, 2026 and the Orders granting both motions were filed on June 12, 2026, under docket numbers 218 and 220.

b) Prior to prevailing on the aforementioned Motions for Summary Judgment, Defendant prevailed in the Court Annexed Arbitration Program (CAAP) proceeding (decision of no liability in its' favor) and you appealed the decision de novo back on June 12, 2025.

c) Furthermore, after the June 12, 2025 CAAP decision, Defendant made an offer of settlement under Rule 68 of the Hawaii Rules of Civil Procedure on November 20,

[1] In an earlier letter, we'd offered to waive potential fees and costs solely in exchange for a dismissal ***however***, you sought the non-entry/waiver of the orders granting the motions for summary judgment due to precedential effect, which was never offered and is objectionable. Furthermore, upon learning I'd not agree, you efiled a stipulation without my signature, seeking to have the matter dismissed before the orders granting the motions for summary judgment were filed by the Court. This led to my having to object and the Court striking that efiling.

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2025. You did *not* accept the offer of settlement within the requisite time and thus, the offer of settlement expired under Rule 68.

In light of the above, as I indicated previously, Defendant believes under the Hawaii Arbitration Rules and Rule 68 of the Hawaii Rules of Civil Procedure, it is entitled to recovery of costs and fees (as may be awarded by the Court on motion) and eventually the entry of judgment in its favor in the amount of costs and fees awarded. Also, as I previously noted, we've prepared a motion for taxation of costs and fees ("Motion"). Before I file the Motion, I can for the last time offer a Stipulation for Dismissal With Prejudice of All Claims and Parties so that you have an opportunity to avoid having a judgment entered against you. Note that it includes any appeal. If the Stipulation for Dismissal With Prejudice of All Claims and Parties *as presented* here, is executed by both of you and returned to this office for my execution and filing with the Court, we'd not seek fees and costs and a judgment against you in the amount awarded by the Court.

I will wait until the close of business June 19, 2026, for the return of the fully executed Stipulation for Dismissal With Prejudice of All Claims and Parties that I am having transmitted to you with this letter. If we do not receive the executed Stipulation for Dismissal With Prejudice of All Claims and Parties by then, I will file the Motion and seek costs and fees. Again, I advise that costs appear to exceed $11,000 from the June 12, 2025 date, and fees appear to exceed $40,000.

Thank you for your time and attention. Again, please note that the terms of the Stipulation for Dismissal With Prejudice of All Claims and Parties IS NOT subject to negotiation or changes, including the ones you sought previously.

Very truly yours,

RANDALL Y. KAYA

Enclosure: Stipulation for Dismissal With Prejudice of All Claims and Parties (revised)

cc: Client
Insurer