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February 3, 2026

The Honorable Scot Z. Matayoshi, Chair
House Committee on Consumer Protection & Commerce
State Capitol, Conference Room 329 & Videoconference

RE: House Bill 1900, Relating to Remedies

HEARING: Tuesday, February 3, 2026, at 2:00 p.m.

Aloha Chair Matayoshi, Vice Chair Grandinetti, and Members of the Committee:

My name is Lyndsey Garcia, Director of Advocacy, testifying on behalf of the Hawai'i Association of REALTORS® ("HAR"), the voice of real estate in Hawaii and its over 10,000 members. HAR **supports the intent** of House Bill 1900, which clarifies the applicability of the statute of repose for actions arising from construction defects. Repeals the two-year limitation for actions arising from construction defects. Clarifies the required contents of a notice of claim of construction defect served on a contractor. Specifies that claimants must comply with the Contractor Repair Act and bars persons from joining a class for failure to comply with the Contractor Repair Act. Amends the process and time frame for a claimant to accept a contractor's offer to settle or inspect. Limits the amount a claimant can recover if the claimant rejects a contractor's reasonable proposal for inspection or a reasonable offer to remedy. Clarifies the consequences of rejecting an offer of settlement.

Recent litigation over construction defects have posed significant challenges for housing in Hawaii. These lawsuits, which can be frivolous, stalled housing developments. First-time homebuyers were particularly affected, as these claims hinder their access to government-backed mortgages. Consequently, FHA, VA, Fannie Mae, and Freddie Mac have disqualified condominium projects facing litigation. Without access to low down payment programs and lacking the 20% down payment required by portfolio lending, many first-time homebuyers and veterans were unable to purchase homes. To address this, in 2025 the Legislature passed and Act 308 was signed into law to make changes to the Contractor Repair Act.

We support continued efforts to help prevent frivolous lawsuits by giving homebuilders and homeowners more chances to resolve construction issues early and fairly.

Mahalo for the opportunity to testify.

HAWAII INSURERS COUNCIL
A trade association of property and casualty insurance companies

P. O. Box 893315
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Alison H. Ueoka
President

TESTIMONY OF MICHAEL TANOUE

COMMITTEE ON CONSUMER PROTECTION & COMMERCE
Representative Scot Z. Matayoshi, Chair
Representative Tina Nakada Grandinetti, Vice Chair

Tuesday, February 3, 2026
2:00 p.m.

HB 1900

Chair Matayoshi, Vice Chair Grandinetti, and members of the Committee on Consumer Protection & Commerce, my name is Michael Tanoue, counsel for the Hawaii Insurers Council. The Hawaii Insurers Council is a non-profit trade association of property and casualty insurance companies licensed to do business in Hawaii. Member companies underwrite approximately forty percent of all property and casualty insurance premiums in the state.

Hawaii Insurers Council (HIC) **opposes** Section 1 of the bill. Section 1 appears to impose a ten-year statute of limitations for all lawsuits for property damage, bodily injury, and wrongful death arising out of construction to improve real property. It also deletes two statutes of limitations for lawsuits seeking damages based on construction to improve real property – the six-year statute of limitations for contract-based construction defect claims and the two-year statute of limitations for negligently inflicted injuries to property and persons.

Section 1 appears to be intended to clarify the statute of repose. However, rather than clarifying the limitation period, Section 1 actually confuses the issue by making the statutes of limitation the statute of repose even though they are different legal concepts. The statute of repose begins to run when the construction project is completed. Statutes of limitation begin to run when property owners knew or should have discovered that their property was damaged. Section 1 of this bill extends the time for property owners to file suit against parties that were involved in the planning, design, construction, supervision and administration of the construction of real property from the current two or six years to ten years. This extension of time to file suit will result in increased and costlier litigation, higher insurance premiums, and

reduced markets for general liability insurance coverage. Late-filed lawsuits increase the likelihood that portions of claimed damages were caused by deferred maintenance by the property owner, rather than by the original design or construction of the project. Efforts to delineate the cause of damages over a ten-year period will be costly and time-consuming. As a result, insurance companies will need to assess the risk of insuring construction professionals and companies differently which may result in increased premiums or a hesitancy to even write certain risks because of the extended statutes of limitation.

In short, HIC believes that Section 657-7 should not be revised. The proposed amendment in Section 1 of the bill has the unintended consequence of confusing the issues and placing the construction and insurance industries in a disadvantageous position in an already challenging time.

In summary, HIC strongly opposes Section 1 of the bill. HIC takes no position on the remainder of the bill.

Thank you for the opportunity to testify.

February 2, 2026

Chair Scot Z. Matayoshi
Vice Chair Tina Nakada Grandinetti
Members of the House Committee on Consumer
Protection & Commerce
Thirty-Third Legislature, Regular Session of 2026

Hearing date: February 3, 2026, at 2:00 PM

RE: **HB 1900 – RELATING TO REMEDIES**

Aloha Chair Matayoshi, Vice Chair Grandinetti and Members of the Committee,

Mahalo for the opportunity to submit testimony on behalf of D.R. Horton Hawaii supporting with comments HB 1900 – RELATING TO REMEDIES. D.R. Horton Hawaii is proud to be one of Hawaii's largest homebuilders, serving local families for more than 50 years. We specialize in providing affordable housing and first-time homebuyer opportunities across Oahu and the state. Through sustainable and quality home designs, including our Hoʻopili master-planned community in East Kapolei, we remain committed to addressing Hawaii's critical housing needs.

D.R. Horton Hawaii supports the intent HB 1900 and other bills to ensure that homeowners are able to obtain a timely and efficient resolution of construction defects and to ensure that the process is clear for all parties involved.

In particular, D.R. Horton supports the proposed language in HRS § 657-8(e), which states that "[n]o action, whether in contract, tort, statute, or otherwise, based on a violation of the applicable building code shall be commenced unless the violation is a material violation of the applicable building code," and the definition of "Material violation" contained in subsection (f). This amendment is important because it helps control the filing of frivolous lawsuits that do not address legitimate construction defects. Moreover, this language is consistent with Hawaii law, which requires that any breach be "material" to support a claim for breach of contract.

D.R. Horton further supports the proposed language in HRS § 672E-3(c), which expressly requires "[e]ach individual claimant or putative class member" comply with the Contractor Repair Act. This revision is consistent with State law. This is also important as the contractor

should be entitled to the same level of protection under the Contractor Repair Act regardless of whether the claimant brings the lawsuit individually or as a class action.

D.R. Horton also supports the deletion of HRS §672E-4(d) as a nine-month deadline to complete inspections is not practical in all circumstances and imposing a deadline arbitrarily restricts the ability to conduct necessary inspections and testing. The time-period should be determined on a case-by-case basis.

Finally, D.R. Horton is in support of the revisions to HRS §672E-6(c) and (d), which encourages contractor's from making reasonable offers and claimants to closely consider these offers. D.R. Horton does, however, oppose the deleted language in subsection (c) as this language is important to facilitate settlement of construction defect disputes.

D.R. Horton does oppose the following revisions proposed in this bill:

- D.R. Horton opposes the deletion of HRS § 657-8(b), which sets forth certain limitations on subsection (a), and proposes a new provision in subsection (a) stating "subject to the statute of repose provisions under this chapter." The language that is being proposed to be deleted was added to the statute by Act 308 (2025). D.R. Horton respectfully submits that the original language added by Act 308 (2025) provides more clarity that the proposed amendment, and as such, D.R. Horton opposes this amendment.
- D.R. Horton opposes the revisions to HRS § 672E-3(a)(2) as it eliminates the requirement that the claimant describe the damage that results from the construction defect and to specify the alleged defect. This is information that the contractor would need to evaluate the claim.
- D.R. Horton opposes the revisions to HRS § 672E-4(c) as this revision is unnecessary.

Mahalo for your consideration,

Tracy S. Tonaki
President
DR Horton Hawaii

KASDAN TURNER THOMSON BOOTH LLLC
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Testimony of Christopher Hikida

TO: Honorable Scot Z. Matayoshi
Honorable Tina N. Grandinetti
Committee on Consumer Protection & Commerce
415 South Beretania Street
Honolulu, Hawaii 96813

Re: **OPPOSITION to H.B. 1900**

Dear Chair Matayoshi, Vice Chair Grandinetti, and Members of the Committee:

My name is Christopher Hikida, and I am a Partner in the Honolulu office of Kasdan Turner Thomson Booth, LLLC. We practice plaintiff-side construction defect litigation and represent homeowners and associations seeking safe and code-compliant housing by pursuing their legal rights against developers and contractors.

I **OPPOSE H.B. 1900** as it represents an earlier version of H.B. 420, which was signed into law last year as Act 308, and amended HRS § 657-8 and HRS Chapter 672E. Act 308 was the result of further negotiations and compromises between interested parties following the version of H.B. 420 that is proposed in H.B. 1900. Given that Act 308 was signed into law just over 6 months ago and the parties have not had an opportunity to assess how these amendments will affect the current practice of construction defect law, the legislature should provide more time for Act 308 to take effect. Any further changes to these two statutes during this session are premature.

Additionally, H.B. 1900 proposes problematic amendments to the Contractor Repair Act—which were removed during last year's session following various rounds of discussion between interested parties and with legislators.

H.B. 1900 would hurt consumers by (1) preventing homeowners from pursuing their legitimate construction defect claims; and (2) creating an unequal bargaining field, significantly disadvantaging the homeowner while giving developers and contractors the upper hand in the dispute resolution process. Specifically, H.B. 1900 would hurt consumers by:

- Preventing Homeowners From Recovering for Violations of Numerous Building Codes, Including Violations Those Affecting Life and Safety of Residents
- Gutting Class Actions for Homeowners
- Forcing Homeowners to Accept Inadequate Offers

I. H.B. 1900 Unreasonably Strips Homeowners of the Right to Pursue Building Code Violations, Including Those That Affect Life and Safety

H.B. 1900 constrains homeowners by preventing them from bringing claims for violations of the Building Code, including life and safety building requirements. H.B. 1900 allows homeowners to bring claims for "material violations" – and then states that in order to pursue claims for Building Code violations, the violations have to reasonably result in "physical harm" to a person or "significant damage" to the performance of the building. The term "significant damage" is undefined and invites litigation.

Ultimately, H.B. 1900 would put the cost of bringing homes up to code on the homeowner, and eliminate their ability to recover those costs from developers and contractors responsible for code violations. H.B. 1900 also allows contractors to argue that certain disasters are unlikely to occur, leaving no remedies to fix critical fire or life safety defects until after there is a tragedy.

II. H.B. 1900 Guts the Class Action Process—a Vital Consumer Protection Vehicle Protecting Homeowners Rights to Live in Safe Homes

Class actions provide individual homeowners who purchase homes that suffer from construction defects, with critical access to justice. It allows homeowners without funds and with common claims to collectively pursue legal action against larger developers and contractors.

The purpose of class actions is to (a) protect the rights of homeowners who may not be aware of the very serious defects that might exist in their homes and make sure that homes in Hawaii are safe and free of significant defects, and (b) ensure that a large number of homes with common defects can be addressed and resolved in a cost-effective and timely manner. Class actions are thus critical because it spreads litigation costs among the class, provides for a streamlined recovery process, and provides recovery for homeowners who would not otherwise know that significant defects exist in their house.

H.B. 1900 would ***completely rewrite the way that class actions are practiced in Hawaii*** by requiring every single homeowner to individually go through the Contractor Repair Act process. This would make the process significantly more costly and time-consuming. In fact, the Contractor Repair Act process already poses a significant delay for homeowners attempting to get recovery—often a single Association or home can take two years to complete the process and there is no timeline provided in the Contractor Repair Act. H.B. 1900, by making the process exponentially more complicated and requiring every homeowner to go through the Contractor Repair Act, would create an ***indefinite delay*** in homeowners' ability to recover.

In reality, H.B. 1900 would serve as a weapon by developers and contractors to eliminate significant portions of the class—by cutting out homeowners that don't initially and proactively engage in the Contractor Repair Act process. However, there are many reasons that homeowners

don't initially participate in the process. For example, homeowners often do not know that these defects exist, especially when there are latent defects—such as in fire-protection systems, where the defects are not evident until there is an actual fire. This does not mean that their houses should not be fixed or that it is not important to ensure that all homes are made safe—regardless of whether the homeowner is aware of the defects.

Additionally, H.B. 1900 does not provide a workable model for dealing with class actions in the construction defect setting. Class actions by its nature need judicial oversight—to determine whether class certification is proper, to allow for open and privileged communication between class counsel and class members, and to ensure that any settlements reached on behalf of the class is fair and appropriate. That is why the class action process is governed by Rule 23 of the Hawaii Rules of Civil Procedure. In contrast, the Contractor Repair Act is a prelitigation process that does not allow for judicial oversight. The Contractor Repair Act typically does not allow cases to be filed—only in specific circumstances where statute of limitations is at issue. Thus, H.B. 1900 would not allow for the judicial oversight necessary to manage a class during the Contractor Repair Act process.

III. H.B. 1900 will force homeowners into accepting low-ball offers

The provisions in H.B. 1900 coerce homeowners into accepting any offer made during the Contractor Repair Act process—by essentially allowing the contractor to set the maximum allowable amount for damages. H.B. 1900 states that claimant's recovery "shall be limited to the reasonable value of the repair determined on the date of the offer and the amount of the offered monetary payment . . . ." Thus, the contractors get to determine the repair and its scope – and the value of the offered repair or monetary payment becomes a de facto limit of the recovery.

As such, the contractor gets to unilaterally determine and set the limit on recovery, depriving the owner of having a jury determine the appropriate damages.

The amendments under H.B. 1900 would therefore allow contractors to use the procedures of the Contract Repair Act to strong-arm homeowners into accepting insufficient repairs or costs for repair, and ultimately deny homeowners sufficient recovery to repair the construction defects in their homes.

IV. CONCLUSION

Act 308 was signed into law last year as an elusive compromise after numerous rounds of significant negotiations between the various interested parties and legislators. Act 308 significantly changed the landscape of construction defect law and the Contractor Repair Act.

Given that it has been less than a year since Act 308 was signed into law, we respectfully request that this Committee defer H.B. 1900, so that Act 308 has a chance to take effect and interested parties be given the opportunity to assess the implementation of the amendments.

Thank you for your consideration.

Very Truly Yours,

Christopher K. Hikida
Kasdan Turner Thomson Booth LLLC
chikida@kasdancdlaw.com

LIPPSMITH LLP

Harbor Court Commercial Tower
55 Merchant St., Suite 1850
Honolulu, HI 96813

February 2, 2026

Subject: **OPPOSITION TO HB1900**

Dear Chair Matayoshi, Vice Chair Grandinetti, and Members of the House of Representatives Committee on Consumer Protection & Commerce:

We respectfully submit this **OPPOSITION TO HB1900 RELATING TO REMEDIES** on the following grounds:

We are lawyers who have served, and continue to serve, as Hawai'i State and Federal Court-appointed class action counsel for tens of thousands of Hawai'i homeowners. For the overwhelming majority of our clients, their homes are the biggest investments of their lives, and they reasonably expect those homes to be safe and to be free of construction defects - as builders routinely promise in warranties - and to last decades.

Unfortunately, though, Hawai'i builders do not always deliver what they promise in construction, honor their warranties, or step up to repair known defects - saddling homeowners with serious life and safety risks that are prohibitively expensive to repair and that diminish the values of homes. In those circumstances, homeowners have nowhere else to turn except the courts.

It goes without saying that Hawai'i's tropical environment, together with climate change, pose known, ever-increasing risks of dangerous winds, hurricanes, flooding, and fire. It also goes without saying that Hawai'i's environment can damage and destroy building products, including structural components, when builders use deficient materials and cut corners.

Placing more roadblocks to deter and prevent homeowners from pursuing righteous claims for critical life and safety defects is anti-consumer and will endanger Hawai'i homeowners, their families, and their communities. The Lahaina wildfire tragedy is a horrific reminder that Hawai'i homeowners and residents are extremely vulnerable to powerful, high-wind catastrophes.

HB420 undermines the core purposes of the Contractor Repair Act ("CRA") and - by deterring and foreclosing construction claims - risks endangering homeowners and residents of Hawai'i. When enacting the CRA, or SB2358, in the Regular Session of 2004, the Senate Committee on Judiciary and Hawaiian Affairs found that "this measure provides homeowners and others suffering from construction defects in their residences and premises with a speedy and precise resolution to their problems . . . . This measure enables the resolution of claims for construction defects without incurring the high costs of litigation." Sen. Stand. Com. Rep. 2790 (2004).

But HB1900 undermines the CRA's purposes in at least the following ways:

1. **HB1900 Undermines Many 2025 HB420 Amendments to H.R.S. §§ 657-8, 672E-3, 672E-4, and 672E-6.**

In July 2025, Governor Green signed HB420, which was introduced early in the 2025 Legislative Session. HB420 substantially overhauled H.R.S. §§ 657-8, 672E-3, 672E-4, and 672E-6 after those statutes went unchanged for many years.

The version of HB420 that ultimately passed was the product of nearly six months of thoughtful debate and consideration. Hundreds of constituents submitted both opposition and support testimony, multiple committees hosted hearings and meetings, and Members of the House and Senate worked tirelessly for months to achieve the compromise bill that Governor Green signed.

The 2025 amendments to H.R.S. §§ 657-8 and 672E have been in effect since only July 2025. The Legislature should allow its 2025 amendments – which were substantial – to be put to work for a much longer period of time before it considers whether to further evaluate H.R.S. §§ 657-8, 672E-3, 672E-4, and 672E-6.

Moreover, the version of HB420 that ultimately passed in July 2025 purposefully excluded many of the same concepts and provisions that HB1900 reintroduces for this Legislative Session.

We urge the Committee on Consumer Protection & Commerce to stand on the Legislature's hard work to pass and implement 2025's HB420 by rejecting HB1900. Hawai'i should be able to fully realize and see the impact of its adoption of HB420, rather than undermining or abandoning major aspects of HB420 only months after HB420 took effect.

2. **HB1900's Potential for Retroactive Application Undermines the 2025 HB420 Amendments and Risks Undermining the Courts.**

Last year, the Legislature expressly limited HB420's application so that it "does not affect rights and duties that matured, penalties that were incurred, and proceedings that were begun before its effective date." HB420, Section 7. This limitation ensured that HB420 would not undermine pre-existing Court proceedings where the Courts and parties interpreted, applied, and relied on the versions of H.R.S. §§ 657-8, 672E-3, 672E-4, and 672E-6 that applied for those proceedings.

Unfortunately, HB1900 has has no such limitation. Leaving HB1900 silent on whether it retroactively applies would not only risk undermining HB420's express purposes, but it would also risk undermining ***years*** of trial court and appeal proceedings to which prior, substantively different versions of H.R.S. §§ 657-8, 672E-3, 672E-4, and 672E-6 applied.

Enacting HB1900 without express limits against retroactive application to already pending litigation and appeals risks undermining years of court orders, court resources dedicated to extensive case management, and monumental litigation efforts and resources by both homeowners an builders. The Legislature should not enact laws that builders may attempt to exploit for new litigation advantages in already lengthy, complex, and pending

litigation and appeals about thousands of Hawai‘i homes.

To the extent HB1900 proceeds before the Legislature, we urge the Committee to amend HB1900 to ensure ***it will not be retroactively applied*** to preexisting lawsuits and appeals on behalf of owners of thousands of Hawai‘i homeowners that have already been pending for years, just like the Legislature limi**ted HB420’s risk of retroactive application.**

3. HB1900 Undermines H.R.S. § 675-20 and the 2025 HB420 Amendments.

Like many states, Hawai’i has a fraudulent concealment statute, which prevents bad actors from benefitting from claims limitations periods when they conceal the existence of the risks they created.

H.R.S. § 657-20 provides, “[i]f any person who is liable . . . fraudulently conceals the existence of the cause of action or the identity of any person who is liable for the claim from the knowledge of the person entitled to bring the action, the action may be commenced at any time within six years after the person who is entitled to bring the same discovers or should have discovered, the existence of the cause of action or the identity of the person who is liable for the claim, although the action would otherwise be barred by the period of limitations.” This statute legally tolls limitations periods under very limited, but very righteous, circumstances.

In construction, a builder’s concealment of defects can be particularly egregious and dangerous, since homeowners may never understand that their construction is defective until the defects manifest in some way (*i.e.* corrosion of foundation components through concrete), long after construction. And homeowners can be susceptible to unscrupulous builders who falsely claim to have repaired defects that homeowners discover, only to learn years later that the builder did nothing more than cover up the defects the homeowners identified.

Thankfully, H.R.S. § 657-20 protects homeowners against builders who use defective products but then try to run out the clock on the claims by denying or hiding their defective conditions.

Unfortunately, HB1900 appears to undermine both H.R.S. § 657-20 and HB420 insofar as it will be interpreted to be an absolute ban on construction claims after 10 years, ***regardless of whether a contractor concealed defects from homeowners***. Hawai‘i has no interest in incentivizing bad actors to conceal misconduct from their victims so that they can run out the clock on claims against them. In the 2025 legislative session, the Legislature declined to enact a version of HB420 that overrode Hawai‘i’s fraudulent concealment statute in H.R.S. § 657-20.

If the Legislature is at all inclined to further consider HB1900, it should amend the language to reinforce H.R.S. § 657-20 by providing that the ten-year limitations period shall not apply when a contractor fraudulently conceals the existence of the cause of action or the identity of any person who is liable for the claim.

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4. HB1900 Undermines HRCP Rule 23 and the 2025 HB420 Amendments.

HB1900's provision that "each . . . class member shall comply with this chapter . . . [and n]o person shall be permitted to join a class action under this chapter unless the person has first complied with this chapter" invites litigation before Contractor Repair Act claims. For any "class member" to exist, a homeowner must first initiate litigation, a Court must certify a class action under Hawai'i Rules of Civil Procedure ("HRCP") Rule 23, appoint class counsel, and give notice of the class action to the class members. To require litigation ***before*** claims procedures under the Contractor Repair Act is contrary to the Act's purpose of enabling "the resolution of claims for construction defects without incurring the high costs of litigation."

Moreover, HB1900's requirement that each class member must comply with inspection requirements is undermines the Contractor Repair Act's purposes of "speedy and precise resolution to [homeowners'] problems" and sparing parties "the high costs of litigation." Construction class actions in Hawai'i often entail dozens, hundreds, and even thousands of homes across the state. Inspections on ***each*** class member's home would take many years to accomplish at great expense and inconvenience for all parties involved. There would be nothing speedy, precise, or inexpensive about such a process. This would also undermine Hawai'i's class action procedures under HRCP Rule 23 in which Courts allow and supervise representative litigation over common claims. In those kinds of cases, inspecting class representative homes plus a ***sampling*** of class member homes is far more efficient, effective, and inexpensive for all parties.

5. HB1900 Undermines Building Codes and Building Code Enforcement.

HB1900 purports to apply to all actions "based on a violation of the applicable building code." Yet, HB1900 limits building code violation claims to "material violation[s]" that "may reasonably result or ha[ve] resulted in physical harm to a person or significant damage to the performance of a building or its systems." In other words, HB1900 bars homeowners from filing claims against builders for violating Hawai'i's building codes unless those violations put, or puts, them or the building in danger.

Any number of building code violations that fall well short of endangering a person or structure can still critically damage or destroy home value. For most homeowners, their homes are their single biggest investments over their lives. Preventing homeowners from filing claims against builders who leave them stuck with building code violations that diminish or destroy their home value is unfair, particularly when the law requires builders — not home buyers — to comply with building codes. HB1900's limitation on building code violations will incentivize builders to violate building codes, while also unfairly shifting the consequences for those violations to the homeowners.

6. HB1900's Dispute Resolution Procedures Will Promote More, Not Less, Litigation.

HB1900 provides that "[i]f a claimant rejects a contractor's reasonable offer of settlement," any later "cost of repair recovery is limited to the

reasonable value of the repair determined as of the date of the offer and the amount of the offered monetary payment."

The determination of "a contractor's reasonable offer of settlement" is a subjective standard that will encourage and propagate litigation, particularly in circumstances when the parties are required to revisit the contractor's original offers years after litigation has concluded.

Moreover, limiting a homeowner's recovery to amounts set on the date builders offer to settle a claim will bar homeowners from recovering their actual construction costs that invariably rise over the years it may take for the CRA procedures and litigation to resolve. Homeowners should be free to pursue their ***actual construction costs*** that include post-offer factors, such as inflation, supply chain breakdowns, tariffs, and labor shortages. Homeowners should be permitted to pursue claims for their actual damages, not an amount arbitrarily capped on the date a builder makes an offer that was rejected. Without full recoveries, homeowners may not be able to fully repair life and safety defects, endangering themselves and their communities. This provision will not effectuate "a speedy and precise resolution to [homeowners'] problems."

Conclusion

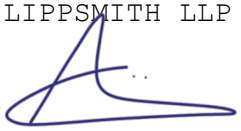
Fundamentally, HB1900 undermines the HB420 2025 compromise amendments that are only a few months old by seeking to – once again – dramatically tip the scales against homeowners and in favor of builders. HB1900 undermines the legal process where each side should have the fair and full opportunity to present claims and defenses toward resolution of a conflict. HB1900 does not protect, and in fact hurts, Hawai'i homeowners.

We strongly urge the Legislature to protect Hawai'i homeowners by rejecting HB1900 or, in the alternative, amending the bill as suggested herein.

Thank you for considering our **opposition**.

Sincerely,

LIPPSMITH LLP



Graham B. LippSmith

HB-1900
Submitted on: 1/31/2026 8:39:17 AM
Testimony for CPC on 2/3/2026 2:00:00 PM

Submitted By	Organization	Testifier Position	Testify
terry revere	Individual	Oppose	Written Testimony Only

Comments:

Isn't it embarrassing to constantly do whatever the construction industry wants you to do verus representing your consumer homeowner constituents? This bill is yet another unconstitutional travesty that violates the rules of civil procedure, (including HRCP 23) the due process and equal protection clauses of the state and federal constitutions. Please stop introducing legislation that is simply the best money legislation construction industry money can buy in the form of campaign contributions.

HB-1900
Submitted on: 2/2/2026 10:22:25 AM
Testimony for CPC on 2/3/2026 2:00:00 PM

Submitted By	Organization	Testifier Position	Testify
Dallas Walker	Individual	Oppose	Written Testimony Only

Comments:

Aloha,

I oppose this bill as it is detrimental to homeowners who have been harmed by faulty construction.

Thank you,

Dallas Walker

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February 2, 2026

Subject: **OPPOSITION TO HB 1900**

Dear Chair Matayoshi, Vice Chair Grandinetti, and Members of the House of Representatives Committee on Consumer Protection & Commerce:

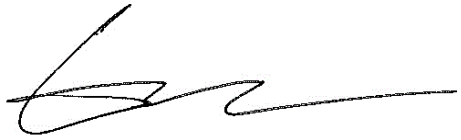
I OPPOSE HB 1900 RELATING TO REMEDIES.

I am the Partner in charge of Berding Weil's Hawai'i offices. For 41 years, I have lived and practiced law full time in Hawai'i. Over the past four decades I have represented numerous consumers before Hawai'i State and Federal Courts helping them recover monies from developers and builders who refuse to fix their mistakes made during construction.

HB 1900 is unnecessary and would make it harder for homeowners to recover for construction defects to their homes. Homeowners start at a disadvantage when trying to recover for construction defects in their homes from large, well-funded developers, builders and their insurance companies. Please do not make it harder for consumers to protect their home – the single biggest investment that they ever make.

Very truly yours,

BERDING & WEIL LLP



William M. McKeon
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