

FIRST CIRCUIT COURT
STATE OF HAWAII
FILED

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Attorney for Plaintiff
WILLIAMS SCOTSMAN, INC.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

WILLIAMS SCOTSMAN, INC.)

Plaintiff,)

vs.)

HAWAIIAN WASTE SYSTEMS LLC;)

JOHN DOES 1-50; JANE DOES)

1-50; DOE PARTNERSHIPS 1-50;)

DOE CORPORATIONS 1-50; DOE)

ENTITIES 1-50 and DOE)

GOVERNMENTAL UNITS 1-50,)

Defendants.)

Civil No. 10-1-1449-07
(Contract/Assumpsit)

GWBC

COMPLAINT; SUMMONS

COMPLAINT

Comes now Plaintiff WILLIAMS SCOTSMAN, INC. (hereinafter "Plaintiff"), by and through its attorneys, DEVENS, NAKANO, SAITO, LEE, WONG & CHING, and for a complaint against Defendant HAWAIIAN WASTE SYSTEMS, LLC (hereinafter "Defendant") above-named, alleges and avers as follows:

JURISDICTION OF PARTIES

1. Plaintiff is a foreign corporation with its principal place of business in the State of Maryland. Plaintiff is registered to do business in the State of Hawaii and is in the business of selling and leasing mobile office, storage containers and portable and modular buildings.

2. Defendant Hawaiian Waste Systems, LLC is a foreign limited liability company with its principal place of business in the State of Washington and is authorized to do business in the State of Hawaii.

3. JOHN DOES-50, JANE DOES 1-50, DOE PARTNERSHIPS 1-50, DOE CORPORATIONS 1-50, DOE ENTITIES 1-50 and DOE GOVERNMENTAL UNITS 1-50 are persons and/or entities who have or may be responsible for the non-return of Plaintiff's storage containers as alleged herein and/or who have, or may have, in some manner presently unknown to Plaintiff, be responsible for the loss and

damage as alleged herein and whose true names, identities, interests and capacities are presently unknown to Plaintiff or Plaintiff's attorneys although a diligent and good faith effort has been undertaken to ascertain the Doe defendants' full names and identities.

COUNT 1

5. In or about November 2009, Defendant entered into a master equipment lease agreement with Plaintiff for the lease of equipment. Specifically, Defendant leased from Plaintiff equipment described as trailers, containers, relocable, modular and/or pre-fabricated structures.

6. The equipment that Defendant has leased from Plaintiff were and are to be used by Defendant to transport municipal solid waste supplied by the City and County of Honolulu for shipment to a landfill in the mainland United States. Upon information and belief, Defendant has a contract with the City and County of Honolulu for the shipment of the City and County of Honolulu's municipal solid waste.

7. Defendant has failed to ship the municipal solid waste, and Plaintiff's equipment and specifically Plaintiff's storage

containers continue to be in the possession at Defendant's property located at 91-236 Ohana Street, Kapolei Hawaii.

8. Despite having possession of Plaintiff's equipment and storage containers, Defendant is in breach of the lease agreement by failing to pay the lease rent required to be paid under the lease agreement.

9. As a result of said default, Plaintiff is entitled to have the lease agreement declared null and void, and pursuant to Hawaii Rev. Stat. Section 4902A-525(b) is entitled to have immediate possession of its equipment and personal property and is requesting an order to allow Plaintiff to obtain immediate possession. In addition to an order allowing Plaintiff to obtain immediate possession of its equipment and storage containers, Plaintiff is also entitled to a judgment in an amount to be proven at trial for the lease rent that Defendant has failed to pay for the lease of the equipment and storage containers.

COUNT II

10. Plaintiff realleges and restates paragraphs 1 through 9 as though fully as set forth herein.

11. Plaintiff as a lessor of the equipment and specifically

the owner of the storage containers that are not being returned by Defendant.

12. Plaintiff has attempted to recover the equipment and storage containers from Defendant but despite demand being made, Defendant as refused to turn over the equipment and storage containers to Plaintiff.

13. Based upon Defendant's unlawful conversion of Plaintiff's storage containers, Plaintiff is entitled to a judgment in replevin, ordering Defendant to turn over to Plaintiff all equipment and storage containers that were subject to the master lease agreement.

14. Defendant is also required to return such equipment and storage containers in the condition they were in when they were first delivered and if Defendant fails to do this, Plaintiff seeks a judgment for all damages and costs that Plaintiff may incur to have any sold waste material removed from such equipment and storage containers.

COUNT III

15. Plaintiff realleges and restates paragraphs 1 through 14 as though fully as set forth herein.

16. Based on Defendant's unlawful conversion of the storage containers, Plaintiff is entitled to relief as allowed under Chapter 654 of the Hawaii Revised Statutes and also Plaintiff is entitled to recover from Defendant the equipment and storage containers and any damages in an amount to be proven at trial.

COUNT IV

17. Plaintiff realleges and restates paragraphs 1 through 16 as though fully as set forth herein.

18. Upon information and belief, Plaintiff's equipment and specifically, Plaintiff's storage containers remain at Defendant's property and are filled with the municipal solid waste that Defendant was to transport for the City and County of Honolulu to a landfill in the mainland United States.

19. If judgment is entered allowing Plaintiff to obtain and reclaim back its storage containers, Plaintiff does not want nor desires to obtain any of the municipal solid waste.

20. Plaintiff is therefore seeking judgment against Defendant or any other party for any costs or expenses to remove said municipal solid waste from Plaintiff's storage containers and for disposal of such municipal solid waste. In the

alternative, Plaintiff would seek an order to require the City and County of Honolulu to reclaim or take back its municipal solid waste and to make arrangements for the removal of the municipal solid waste from Plaintiff's storage containers.

WHEREFORE, Plaintiff prays as follows:

1. That process of this Honorable Court issue summoning Defendant to appear and answer the allegations of this Complaint as by law provided, and to stand to and perform and abide by such orders, decrees and directions as may be made and entered herein;

2. That upon a hearing had herein, there be ascertained the total amount due to Plaintiff for the unlawful conversion of said storage containers in an amount to be proven at the time of trial, including but not limited to prejudgment interest and reasonable attorneys' fees and costs;

3. That judgment be entered against Defendant directing Defendant to turnover the storage containers in the condition that they were in when first delivered and awarding damages against Defendant in an amount to be proven at trial;

4. That an order be entered against Defendant or any other party requiring Defendant or any other party to take back the municipal solid waste that are now in Plaintiff's storage

containers and if Plaintiff is required to remove and dispose of the municipal solid waste for a judgment against Defendant for the costs that Plaintiff must incur to remove such municipal solid waste.

5. Such relief as allowed under Chapter 654 of the Hawaii Revised Statutes;

6. That Plaintiff have such other and further relief as this Court deems just and proper in the premises.

DATED: Honolulu, Hawaii, _____.

JUL - 2 2010



THOMAS J. WONG
JAMES H.Q. LEE
Attorney for Plaintiff
WILLIAMS SCOTSMAN, INC.