

RUSH MOORE LLP

A Limited Liability Law Partnership

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April 20, 2023

Jeffrey Scott Goold
1778 Ala Moana Blvd
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scott@

Dear Mr. Goold:

This is in response to facsimiles Rush Moore LLP received from you on April 11, 2023 and April 13, 2023.

We reviewed the matter and discussed your allegations with Mr. Tani and Mr. Harada. They referred us to Mr. Tani's Declaration, which was filed in your case in conjunction with the Motion to Withdraw As Counsel ("Motion"). Said Declaration, a copy of which is enclosed hereto for your immediate reference, explained to you and the Court, how your case was handled and the specific reasons for the withdrawal prior to Messrs. Tani and Harada and Rush Moore LLP's filing of the Motion.

Given the Declaration, we strongly urge you and/or your counsel to seriously consider and evaluate the contents of the Declaration prior to making any formal, unsupported, false or misleading allegations against Messrs. Tani and Harada and/or Rush Moore LLP.

Very truly yours,

RUSH MOORE LLP
A Limited Liability Law Partnership

By 
STEPHEN K. C. MAU

Enclosure

cc: Jason M. Tani, Esq.
Bryan M. Harada, Esq.

RUSH MOORE LLP
A Limited Liability Law Partnership

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Attorneys for Plaintiff
JEFFREY SCOTT GOOLD

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

JEFFREY SCOTT GOOLD,)	CIVIL NO. 1CCV-21-0000216
)	(Other Civil Action)
Plaintiff,)	
)	EXHIBIT "A" TO MOTION TO
vs.)	WITHDRAW AS COUNSEL <i>FILED IN</i>
)	<i>CAMERA</i>
HAWAIIAN ELECTRIC COMPANY,)	
INC.; HAWAIIAN ELECTRIC)	Judge: Hon. Dean E. Ochiai
INDUSTRIES, INC.; ELIZABETH DEER;)	
SHANA M. BUCO; JOHN DOES 1-10;)	No Trial Date Set
JANE DOES 1-10; DOE CORPORATIONS)	
1-10; DOE PARTNERSHIPS 1-10; DOE)	
ENTITIES 1-10; and DOE)	
GOVERNMENTAL ENTITIES 1-10,)	
)	
Defendants.)	
_____)	

FILED IN CAMERA

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

JEFFREY SCOTT GOOLD,) CIVIL NO. 1CCV-21-0000216
) (Other Civil Action)
Plaintiff,)
) EXHIBIT "A" - DECLARATION OF
vs.) COUNSEL FILED IN CAMERA
)
)
HAWAIIAN ELECTRIC COMPANY,)
INC.; HAWAIIAN ELECTRIC)
INDUSTRIES, INC.; ELIZABETH DEER;)
SHANA M. BUCO; JOHN DOES 1-10;)
JANE DOES 1-10; DOE CORPORATIONS)
1-10; DOE PARTNERSHIPS 1-10; DOE)
ENTITIES 1-10; and DOE)
GOVERNMENTAL ENTITIES 1-10,)
)
Defendants.)
_____)

EXHIBIT "A" - DECLARATION OF COUNSEL FILED IN CAMERA

I, JASON M. TANI, declare under penalty of law that the following facts are true and correct to the best of my knowledge and belief:

1. I am an attorney licensed to practice law in all courts in the State of Hawaii, and am a partner in the law firm of Rush Moore LLP A Limited Liability Law Partnership (the "Firm").
2. I am counsel of record for JEFFREY SCOTT GOOLD ("Plaintiff") in the above-entitled matter.
3. I am competent to testify to all matters in this declaration and make this declaration based on my personal knowledge.
4. Plaintiff is hereby informed that this document, sought to be filed *in camera*, contains attorney-client privileged material, and will not be disclosed to any party or be

reviewable by any party or entity aside from the Court, unless Plaintiff and/or the Court makes such information public or some exception allowing disclosure exists.

5. The Firm agreed to represent Plaintiff regarding actions allegedly taken by Defendants HAWAIIAN ELECTRIC COMPANY, INC.; HAWAIIAN ELECTRIC INDUSTRIES, INC.; ELIZABETH DEER; and SHANA M. BUCO (collectively, “Defendants”) occurring on or about February 25, 2019.

6. The Firm understood that Plaintiff had filed a civil rights complaint with the Hawaii Civil Rights Commission (“HCRC”) under Hawaii Revised Statutes (“HRS”) Ch. 368, and was seeking a right to sue letter under HRS § 368-12 or other determination under HRS § 368-13.

7. To date, Plaintiff has not provided the Firm with any right to sue letter or other determination.

8. Plaintiff’s other claims¹ arising out of the same set of facts are believed to be subject to various statute of limitations periods that would not be tolled while the HCRC examined Plaintiff’s civil rights complaint, and the Complaint in the instant matter was filed, in part, to preserve any claims that would otherwise have expired.

9. Although the Complaint was never served on any party, Counsel for Defendants appears to have obtained a copy of the same and served upon Plaintiff a proposed Rule 11 Motion for Sanctions on April 6, 2021 (“Motion for Sanctions”).

10. The Motion for Sanctions contained sworn statements and documentation that directly conflicted with allegations Plaintiff previously represented as fact to the Firm.

11. After reviewing the Motion for Sanctions, the Firm informed Plaintiff of its

¹ Essentially everything except discrimination.

intention to seek to terminate its representation of Plaintiff and asked that Plaintiff obtain replacement counsel immediately. Plaintiff declined to do so.

12. On April 10, 2021, Plaintiff made the following statements to opposing counsel representing Defendants:

Attorneys drafted and wrote the February 25th complaint. Not my language or style. Attorneys told me this would be a “placeholder” until I was able to get RTS letter from HCRC. Attorneys would pause, while I retrieved HCRC files. Then we would amend and draft the real complaint. Makes no sense to invest resources in a temp complaint. Not sure what they were doing or why. Didn’t explain to me.

I’m not an attorney. My understanding is a complaint is filed, then served, then parties proceed to pleadings and discovery, etc.

13. Plaintiff provided a written factual summary on February 11, 2021, and revised his summary on February 15, 2021. The revised summary provided the factual basis for the statements in the Complaint, and most of the language was incorporated verbatim.

14. Plaintiff had also suggested the following on February 24, 2021: “Aloha e gentlemen, Wasn’t sure if you received this...maybe we should file something to preserve standing; maybe amend later? What do you think? Thanks!”

15. At no time did the Firm indicate that the complaint was only a placeholder or temporary complaint for the claims being made.

16. Instead, the litigation strategy was to file a complaint within the statute of limitations period to preserve those claims that would not be tolled by the HCRC proceeding, and file an amended complaint as soon as the HCRC issued either a right to sue letter or other determination on Plaintiff’s discrimination claim.

17. The expectation was that Plaintiff would timely obtain a right to sue letter and/or other determination that would allow suit on a claim for discrimination.

18. This did not occur.

19. Most troubling is Plaintiff's admissions made to defense counsel on April 10,

2021:

The complaint isn't accurate. Didn't say some of those things. Ms. Deer and Ms. Bucu didn't say some of the things attorneys wrote; some commentary is inaccurate. As they charged me about \$5k for the work on this "throw-away" draft I believed "didn't count," didn't invest time wordsmithing or editing. Attorneys were clear they expected me to stay out of their way and not get involved in their litigation strategy.

20. Despite Plaintiff's allegations to the contrary, Plaintiff had an active hand in approving the final draft of the Complaint, and instructed the Firm on not less than two occasions to use specific language that was incorporated into the Complaint. The last communications from Plaintiff on February 25, 2021, prior to filing the Complaint included one correction, and the following statement: "Other than this minor point, totally perfect!!! File away!!! Thank you!"

21. Withdrawal is proper under Rule 1.16(b)(4) of the Hawaii Rules of Professional Conduct ("HRPC"), where Plaintiff insists upon taking action that the Firm has a fundamental disagreement with, as follows: 1) Plaintiff failed to obtain a right to sue letter or other determination from the HCRC, despite specific requests made by the Firm; 2) Plaintiff failed to provide the Firm with copies written communications made to Defendants and/or Defendant's counsel, despite specific requests made by the Firm; 3) Plaintiff has apparently communicated with a multitude of opposing counsel, on numerous occasions, against the express instructions of the Firm, and has disclosed attorney-client privileged information on his own volition; and 4) Plaintiff appears to have provided incomplete and/or incorrect information to the Firm for incorporation into the Complaint.

22. Withdrawal is also proper under HRPC Rule 1.16(b)(6), where the representation

has been rendered unreasonably difficult by Plaintiff, as follows: Plaintiff appears to have admitted that he has been untruthful to his own counsel and is seeking to shift responsibility for any errors in his factual allegations to his own counsel.

23. At this time, the Firm has communicated with counsel for Defendants, and believes that no motion for sanctions will be filed until after the Firm is able to withdraw as counsel.

This Declaration is made in lieu of an affidavit pursuant to Rule 7(g) of the Rules of Circuit Courts of the State of Hawaii.

DATED: Honolulu, Hawaii, April 14, 2021

/s/ Jason M. Tani
JASON M. TANI