



MICAH P. K. AIU
636 Laumaka Street
Honolulu, Hawaii 96819
Telephone: (808) 842-4929
Facsimile: (808) 841-8281
maiu@nanhawaii.com

10589-0

Electronically Filed
SECOND CIRCUIT
2CCV-26-0000147
04-MAY-2026
01:33 PM
Dkt. 1 CMPS

Attorney for Plaintiff
AB MAUI QUARRIES, LLC

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

STATE OF HAWAII

AB MAUI QUARRIES, LLC,)	CIVIL NO. _____
)	
Plaintiff,)	COMPLAINT; SUMMONS
)	
vs.)	
)	
MAUI PLANNING COMMISSION;)	
COUNTY OF MAUI, DEPARTMENT OF)	
PLANNING; JOHN OR JANE DOES 1)	
THROUGH JOHN OR JANE DOES 100;)	
and all other persons associated with or)	
acting by or through or under or in)	
connection or in concert with any of the)	
above-named Defendants or any of them)	
)	
Defendants.)	

COMPLAINT

Plaintiff AB MAUI QUARRIES, LLC (“AB Maui” and/or “Plaintiff”), by and through its undersigned counsel, hereby files his Complaint against the above-named Defendants, alleges and avers as follows:

1. Plaintiff is, and at all relevant times was, a Delaware limited liability company with a principal place of business in Honolulu, Hawaii and the owner of property identified as a portion of Tax Map Key No. (2) 3-8-004-002 situate at Waikapu, Maui, Hawaii (the “Property”).



2. Defendant MAUI PLANNING COMMISSION (“Commission”) is, and at all relevant times was, the quasi-judicial body organized under Maui County Code Section 8-8.4 and the laws of the State of Hawaii.

3. Defendant COUNTY OF MAUI, DEPARTMENT OF PLANNING (the “County”) is, and at all relevant times was, an administrative body in the County of Maui.

4. Defendants, John or Jane Doe 1 through John or Jane Doe 100, and numerous other persons whose names are presently unknown to Plaintiff are associated with the Defendants named herein, either as members of or representatives or otherwise, or have been acting in connection or in concert with the named Defendants in the performance of the various illegal acts and conduct herein described and complained of by Plaintiff does not presently know the real and true names of these Defendants “Doe” and said other persons associated with the named Defendants. However, Plaintiff prays that when the identities of these said Defendants “Doe” are ascertained, the real and true names be inserted herein. The Defendants are composed of many members and it is impractical to make known all of their respective member parties hereto or to bring them before the Court other than by representation. The Defendants and their respective officers and representatives named above are sued herein individually and as representatives, respectively, of and on behalf of all the members of the Defendants. All of the various acts and conduct herein described and complained of which have been engaged in by the named individual Defendants were undertaken on behalf of the Defendants. Plaintiff will, therefore, seek leave of Court to identify these defendants when the true identities of said fictitiously named defendants become known to Plaintiff along with the nature of their acts, conduct, and liability.

5. Venue is proper and this Court has personal jurisdiction over Defendants and general jurisdiction over this case as Defendants operate under the laws of the State of Hawaii and the conduct, acts and/or omissions alleged herein occurred in the Second Circuit.

STATEMENT OF FACTS

6. Founded in 1990, Nan, Inc. (“Nan”) is Hawaii’s largest locally owned, general contracting company engaged in civil, infrastructure, transportation, and building construction throughout the State of Hawaii. Nan performs a wide range of public and private construction work, including roadway construction, utilities, earthwork, and related civil construction services.

7. In 2023, Nan acquired Grace Pacific LLC, one of the state’s largest asphalt paving contractors, materials, and construction companies. While Grace Pacific had already owned two quarries, one on Oahu and one on Molokai, as part of the acquisition from Alexander and Baldwin, Inc. and A&B II, LLC (collectively “A&B”), Nan acquired the membership interest in Plaintiff which owned two additional quarries on the Island of Maui. Nan’s sought and acquired the Property as a valuable long-term land asset, with the understanding that the Property had potential for continued and long-term quarry operations. Nan obtained the fee ownership of the quarry assets as a strategic as a significant land and resource value.

8. Nan, A&B, and Plaintiff entered into that certain Membership Interest Purchase Agreement, dated as of November 6, 2023, pursuant to which, among other things, A&B agreed to sell to Nan A&B’s interest in Plaintiff.

9. In connection with the aforementioned sale, A&B entered into that certain Contribution Agreement pursuant to which A&B contributed, sold, transferred, and conveyed to Plaintiff, A&B’s interest in certain quarry assets located on Maui and certain license agreements

associated with those quarries. These quarries are sometimes known as the HC&D Quarry, identified as TMK No. (2) 3-8-001-0001 (por.), (2) 3-8-001-0004 (por.), and (2) 3-8-001-0021 (por.), comprising approximately 328 acres, and the Hawaiian Cement Quarry, identified as TMK No. (2)3-8-004:001(por.), comprising approximately 336 acres.

10. Prior to Nan's acquisition of Grace Pacific and the quarry land holdings, A&B had entered into that certain Amended and Restated License Agreement, dated March 26, 2012 with Hawaiian Cement, a Hawaii general partnership ("License Agreement"), which was assigned to AB Maui Quarries.

11. The License Agreement, among other things, allowed Hawaii Cement to quarry a portion of Plaintiff's land for a term of twenty (20) years from March 1, 2012 to February 29, 2032. But based on the records and files provided to Plaintiff from A&B and certain recitals in the License Agreement, upon information and belief Hawaiian Cement has had a license to operate this quarry since 1990.

12. On or about January 26, 2024, Plaintiff provided Hawaiian Cement notice that it was the success in interest to A&B under the License Agreement and that it was exercising its right under Paragraph 4 of said License Agreement to terminate the agreement upon thirty-six (36) months' notice or January 25, 2027.

13. The January 26, 2024 Notice also stated that "any prior correspondence or authorizations to continue applications and/or extensions for any special permit petition and/or any other motions or requests for the property covered by the License Agreement before the Land Use Commission, State of Hawaii and/or any other regulatory agency/authority/department are hereby revoked."

14. Without Plaintiff's knowledge or consent, on or about June 27, 2025, Hawaiian Cement and its consultant Munekiyo Hiraga submitted an Application for Amendment to Permit Terms, Conditions, and Time Stipulations; Project Assessment Report covering relating to Conditional Use Permit ("CUP") 2006/0002 and Special Permit ("SP") 92-380 which encumbers Plaintiff's Property.

15. Hawaii Administrative Rules ("HAR") § 15-15-95(a) states:

Any person who desires to use land within an agricultural or rural district for other than a permissible agricultural or rural use may petition the county planning commission of the county within which the land is located for a special permit to use the land in the manner desired; provided that if the person is not the owner or sole owner in fee simple of the land, the record shall include evidence that the person requesting the special permit has written authorization of all fee simple owners to file the petition, which authorization shall also include an acknowledgement that the owners and their successors shall be bound by the special permit and its conditions.

16. Maui County Code ("MCC") § 19.40.030 also requires that an "applicant with notarized written authorization for the application from the owner may file with the department of planning, an application for a conditional permit."

17. Hawaiian Cement's application did not include a written authorization from Plaintiff unlike all prior applications filed by Hawaiian Cement to expand the rock extraction area.

18. Defendants, individually or acting in consort, failed to ensure that Hawaiian Cement's application met the relevant statutes, regulations, and or municipal codes that recognize basic, fundamental property rights of the fee owner.

19. MCC § 19.510.010 also requires "At the time of the filing of the application, the applicant shall file a notice of application, which is in a form prescribed by the planning director, and an affidavit certifying that the notice of application was mailed to all owners and lessees of

record located within a five-hundred-foot distance from the subject parcel. The notice of application shall include the following information.”

20. Hawaiian Cement and/or its consultant Munekiyo Hiraga did not provide Plaintiff notice of the application and Defendants failed to ensure that proper notice was made on Plaintiff.

21. On or about November 25, 2025, Defendant Maui Planning Commission held a meeting to discuss Hawaiian Cement’s application.

22. Because Plaintiff had no notice of the November 25, 2025 planning commission meeting, Plaintiff could not participate in the proceeding whatsoever and answer the commissioners questions regarding Plaintiff’s plans for the future of this site.

23. Upon information and belief, at the conclusion of the November 25, 2025 planning commission meeting, Defendant approved Hawaiian Cement’s application for amendment.

24. On or about March 20, 2026, Plaintiff learned about Hawaiian Cement’s pending application and sent Hawaiian Cement a correspondence demanding that Hawaiian Cement withdraw its pending application, stating that Hawaiian Cement did not have Plaintiff’s “consent to amend the permits in a manner that would improperly remove AB Maui’s permitted quarry area and otherwise alter land use entitlements affecting our property.”

25. Also on March 20, 2026, Plaintiff notified, among others, Jacky Takakura, Acting Director for the County of Maui, Department of Planning (“Director Takakura”) of Plaintiff’s objection to any pending application submitted by Hawaiian Cement.

26. On March 23, 2026, Hawaiian Cement responded to Plaintiff's March 20, 2026 Demand. At no time thereafter did Hawaiian Cement withdraw its pending application or notify Plaintiff of future meetings before Defendant Maui Planning Commission.

27. On March 24, 2026, Plaintiff responded to Hawaiian Cement's March 23, 2026 correspondence. Therein, Plaintiff renewed its position from its March 20, 2026 demand and also notified Hawaiian Cement that it may be default if it continues with its pending application.

28. Also on March 24, 2026, Plaintiff notified Defendants that Hawaiian Cement did not have Plaintiff's consent for the pending application. At no time thereafter did Defendants formally notify Plaintiff of any meetings to be held before Defendant Maui Planning Commission.

29. On or about April 20, 2026, Plaintiff learned that Defendant Maui Planning Commission had scheduled a hearing on April 28, 2026 to approve Hawaiian Cement's pending application though an informal virtual meeting it requested with the Director of Defendant and some of its representatives. Despite this informal communication, Defendants provided no written notice to AB Maui of the scheduled hearing and Plaintiff received no formal notice of the proceedings.

30. On April 27, 2026, Plaintiff transmitted a letter to Defendants notifying them that Plaintiff objected to any action by Defendants that would "remove AB Maui's permitted quarry area and otherwise alter land use entitlements affecting the Property." Plaintiff requested the following:

Determine that the application for amendment to CUP 2006/0002 and SP 92-380 is incomplete as it affects our ownership of TMK No. (2) 3-8-004:001 (portion);

Refrain from processing or approving any amendment affecting our property without documented authorization from AB Maui Quarries, LLC; and

Provide AB Maui Quarries, LLC with all future notices, correspondence, and opportunities to participate in any proceedings related to this matter.

31. Defendants did not reply or acknowledge receipt of Plaintiff's correspondence and upon information and belief continued with the approval of Hawaiian Cement's application.

32. On May 1, 2026, Plaintiff transmitted a cease and desist to Defendants reiterating the fact that it had not consented to the application submitted by Hawaiian Cement and that Defendants should refrain from any further action on this matter until proper notice was effectuated on Plaintiff and until such time as Plaintiff had an opportunity to be heard. Plaintiff had also requested that a contested case hearing be held to the extent required.

33. To date, Plaintiff has received no acknowledgment by Defendants of the April 27, 2026 or May 1, 2026 letters sent by Plaintiff.

34. On May 4, 2026, Plaintiff notified Defendants that it had terminated Hawaiian Cement's License and that Hawaiian Cement no longer had standing to bring the application.

35. As of the filing of this action, Plaintiff has received no response from Defendants.

COUNT I – VIOLATION OF LAW, PRIVATE PROPERTY RIGHTS, AND DUE PROCESS

36. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 31 of this Complaint as though fully set forth herein.

37. Defendants were under a legal obligation to ensure that every application met the requirements HAR § 15-15-95(a) and MCC § 19.510.010.

38. Defendants continued to process Hawaiian Cement's application knowing that proper notice was not given and that Plaintiff had not given its consent.

COUNT II - Injunctive Relief

39. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 171 of this Complaint as though fully set forth herein.

40. Plaintiff requests that this Court grant judgment against Defendants in the form of a temporary and permanent injunction against any action that would improperly remove AB Maui's permitted quarry area and otherwise alter land use entitlements affecting AB Maui's Property before proper notice and opportunity to be heard is granted.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment granting the following relief on all causes of action as follows:

- (a) On all Counts against all Defendants;
- (b) A Temporary Restraining Order be issued herein, restraining the Defendants and each of them, their members, officers, servants, agents and employees, and all persons associated with or acting by, through, or under the Defendants or any of them, or in connection or in concert with them or any of them, from further processing the application submitted by Hawaiian Cement and/or approving any modification to CUP 2006/0002 and SP 92-380.
- (c) As part of such Temporary Restraining Order, an Order be issued requiring that the Defendants, and their officers and agents, shall immediately: (a) affirmatively direct members of the Defendants and their employees and/or all others acting in concert with them, to cease and desist from engaging in the acts enjoined herein, and (b) refrain from all acts enjoined herein, either direct or indirect, that violate this Order, encouraging others to do the same.
- (d) An Order be issued herein directing the public law enforcement officers to enforce this Temporary Restraining Order, as violation of this Order will be deemed to be both civil and criminal contempt.

(e) An Order to Show Cause be issued herein, directed to the Defendants, and each of them, ordering and requiring them, and each of them, to appear before the Court at a time and place to be fixed by the Court, then and there to show cause, if any they have, why the Defendants, and each of them, and the members, officers, servants, agents and employees and the remaining Defendants and each of them, and all persons associated with or acting by, through or under the Defendants and any of them, should not be restrained and enjoined as set forth herein, until the entry of the final judgment and decree herein, the evidence at the hearing being by affidavit.

(f) After due hearing and trial of this cause, the Defendants, and each of them, and the members, officers, servants, agents, and employees of the Defendants and the remaining Defendants, and each of them, and all persons associated with or acting by, through, under, in connection with or in concert with the Defendants, or any of them, be permanently restrained and enjoined in the manner hereinabove described.

(g) For an award of special, economic, consequential and general damages in amount proven at trial.

(h) That the Court order such other and further relief as this Court deems just and proper.

DATED: Honolulu, Hawaii, May 4, 2025.

/s/ Micah P. K. Aiu
MICAH P. K. AIU
Attorney for Plaintiff
AB MAUI QUARRIES, LLC

**STATE OF HAWAII
CIRCUIT COURT OF THE
SECOND CIRCUIT**

**SUMMONS
TO ANSWER CIVIL COMPLAINT**

CASE NUMBER

PLAINTIFF'S NAME & ADDRESS, TEL. NO.

Micah P. K. Aiu 10589-0
636 Laumaka Street
Honolulu, Hawaii 96819
(808) 842-4929

PLAINTIFF

AB MAUI QUARRIES, LLC

VS.

DEFENDANT(S)

MAUI PLANNING COMMISSION; COUNTY OF MAUI,
DEPARTMENT OF PLANNING; JOHN OR JANE DOES 1
THROUGH JOHN OR JANE DOES 100; and all other
persons associated with or acting by or through or under or
in connection or in concert with any of the above-named
Defendants or any of them

TO THE ABOVE-NAMED DEFENDANT(S)

You are hereby summoned and required to file with the court and serve upon

Micah P. K. Aiu, 636 Laumaka Street, Honolulu, Hawaii 96819

plaintiff's attorney, whose address is stated above, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

THIS SUMMONS SHALL NOT BE PERSONALLY DELIVERED BETWEEN 10:00 P.M. AND 6:00 A.M. ON PREMISES NOT OPEN TO THE GENERAL PUBLIC, UNLESS A JUDGE OF THE ABOVE-ENTITLED COURT PERMITS, IN WRITING ON THIS SUMMONS, PERSONAL DELIVERY DURING THOSE HOURS.

A FAILURE TO OBEY THIS SUMMONS MAY RESULT IN AN ENTRY OF DEFAULT AND DEFAULT JUDGMENT AGAINST THE DISOBEYING PERSON OR PARTY.

DATE ISSUED

CLERK

CIRCUIT COURT CLERK

The original document is filed in the Judiciary's electronic case management system which is accessible via eCourt Kokua at: <http://www.courts.state.hi.us>



In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office on OAHU- Phone No. 808-539-4400, TTY 808-539-4853, FAX 539-4402; MAUI- Phone No. 808-244-2929, FAX 808-244-2777; HAWAII- Phone No. 808-961-7424, TTY 808-961-7422, FAX 808-961-7411; KAUAI- Phone No. 808-482-2365, TTY 808-482-2533, FAX 808-482-2509, at least ten (10) working days prior to your hearing or appointment date.