

COMPLAINT ABOUT DEAN E. OCHIAI

August 17 2026

Commission on Judicial Conduct
417 S. King Street, Room 206A
Honolulu, HI 96813-2943
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Aloha CJC:

Our family was contacted by David A. Imanaka, Lung Rose Voss & Wagnild, as he requested we consider selecting former circuit court judge Dean E. Ochiai currently employed with Dispute Prevention & Resolution, Inc. to mediate a dispute we suffer with our condominium association and management company. Likely commission will do nothing. Didn't file our concerns previously, as we didn't believe commission would do anything. However, this account of history with Ochiai justifies our denial to appear again before the former judge, and also impeaches the integrity of DPR.

We do not consider Ochiai to be honorable, and likewise consider anyone who partners with Ochiai or employees the former judge to be dishonorable. Hawai'i is rated the "most corrupt" state in the nation. We believe Ochiai did his part to contribute to this perception.

As a former HS, college and pro athlete, I lost games because officials made errors. I also won games because officials made errors. Officials, arbitrators and judges are human and humans make errors. I'm professional enough to lose and respect the arbitrator. Former Judge Dean E. Ochiai however didn't simply make human errors. As I show herein, he cheated. He is crooked in our professional opinion and provided legal cover for the malfeasance of \$4+ billion Hawaiian Electric Co. against our insignificant family. We warned of HECO's incompetence beginning in 2019. Due to HECO managerial incompetence, HECO incinerated over 102 human beings on August 8, 2023, destroyed more than 2,200 homes and buildings, and left some 13,000+ residents victimized and homeless.

What goes around in our small island comes around because — Ua Mau ke Ea o ka 'Āina i ka Pono. We were patient. This land is righteous and we now tell our story about this disreputable individual.

BACKGROUND

First appeared before Dean E. Ochiai as a "pro se idiot" on May 7, 2021. My attorneys from Rush Moore LLP., Jason M. Tani and Bryan M. Harada, currently with Goodsill, filed a wrongful termination action against HECO et al on February 25, 2019. Didn't serve defendants, as I had filed a discrimination complaint with HCRC and waited for their investigation to complete.

On April 6, 2021, HECO's attorney Randall C. Whattoff, Cox Fricke LLP, served my attorneys with a Notice of Rule 11 Motion. Harada notified me next morning of Rush Moore's intent to

withdraw as my counsel. Shocked. Responded to Rush Moore: “Nice to hear from you. From our perspective, we consider this threat to be another small victory. Their response indicates the fear they harbor about my successful political actions and activities.”

As I said, was a pro se idiot and knew nothing of Rule 11. Continued, “Thank you for notifying me of the attached letter and draft motion by Mr. Whattoff. This is my responsibility, not yours. As we discussed due to the complexity of this matter, I am working pro se before the Commission. I will handle this pro se or contract legal representation as needed. I ask you to remain focused on our case at hand. Please be patient.”

Rush Moore’s attorneys fired me that day, and convinced Judge Ochiai to grant their motion to withdraw on May 7, 2021. Judge Ochiai was direct with me at hearing:

12 Mr. Goold, the Court will advise you that you
13 can proceed as a self-represented individual. However,
14 having a lawyer represent you in an employment issue is
15 much more beneficial than trying to navigate this area of
16 the law on your own unless you have a law degree. And in
17 that case, you know what? Go ahead. But all the Court
18 can state is it will have to apply the same rule book to
19 parties, whether or not they have lawyers or do not.
20 You understand?

Ochiai misrepresented the law, violating Rule 1.1 of Hawaii’s Revised Code of Judicial Conduct (CJC). Case law is clear relative to pro se idiots like me, “pleadings prepared by pro se litigants should be interpreted liberally.” **Erum v Llego**, 147 Hawai’i 368, 380-81, 465 P.3d 815, 827-28 (2020)

Ochiai also assisted Whattoff to obstruct my ability to secure legal representation, as will be shown herein.

NOTE: did not receive HCRC files in a timely manner. Commissioner chair was Liann Ebesugawa, Assistant General Counsel and Assistant Corporate Secretary for Hawaiian Electric Industries. Claims to be accomplished attorney and community leader, but Liann and HCRC director William Hoshijo buried my grievance for some 3.5 years. HECO’s internal review submitted to HCRC impeached HECO’s defense in the civil matter. Most corrupt state in nation!

PRO SE ACTION

After the first hearing, immediately amended and refiled the complaint under my name and demanded Whattoff file his motion. He refused ... over and over ... maybe ten times he refused.

HECO's Rule 11 was a bluff. Bluff however was successful. I was unable to secure legal representation. Believe I exhausted local listings. Attempted to secure representation in California without success. No attorney or firm was interested in a wrongful termination case related to medical cannabis against powerful HECO with the "Spector of a Rule 11 Motion" hanging over the complaint.

On January 20, 2022, HECO filed a motion to dismiss for lack of service. At hearing, I stated that legal precedence is to afford a plaintiff "another chance."

11 And that's what I'm requesting here today, is
12 just simply to follow the law, as everybody would get,
13 any plaintiff would get. Even though it was not done
14 prior to the Rule 28 deadline, that deadline can be
15 enlarged. And that is precedent throughout the Hawaii
16 and the courts across this country.
17 THE COURT: You have citations for that?
18 MR. GOOLD: I did in my brief. I can pull
19 this up in my motion to enlarge. Charles Alan Wright,
20 Arthur Miller in the 5B *Federal Practice and Procedure*,
21 135-4, 3d Edition.
22 THE COURT: Mr. Goold, we are not in federal
23 court. I am looking at your memorandum in opposition to
24 this motion. I am not addressing the other motion at
25 this point.

Judge Ochiai again violated case law: **Erum v Llego**

[2] The requirement of **Erum** is to liberally interpret actions of pro se idiots, and my reference to a federal standard was not outrageously different from Hawaii's standard. Federal and state offer a last chance. Hawai'i however is more favorable to pro se idiots. The state places a burden on both judge and court to notify the plaintiff of the delinquency and offer a "last chance" of 30-days to process service.

Whattoff cited four cases in defendant's motion to dismiss for want of service. *State v. Stevens-Nahiwa*, No. CAAP-14-0000777, 2014 WL 4976077, at *1 (Haw. Ct. App. Oct. 3, 2014) (dismissing appeal for failure to file opening brief and jurisdictional statement); *Murauskas v. Dep't of Pub. Safety*, No. CAAP-13-0003980, 2014 WL 4284236, at *1 (Haw. Ct. App. Aug. 28,

2014) (dismissing appeal for failure to file opening brief); Tavares v. State, No. 28030, 2007 WL 757681, at *1 (Haw. Ct. App. Mar. 12, 2007) (dismissing appeal for failure to file opening brief); Love v. State, No. 25808, 2004 WL 346391, at *1 (Haw. Feb. 18, 2004) (dismissing appeal for failure to file opening brief).

Courtesy extension was extended to all. Appellants were informed deadline to file had expired. Final extension was granted. **Murauskas**' district court case under Rule 28 is similar to my case before the circuit court and Rule 28. **Murauskas** and I were about six months late. Court notified **Murauskas**. I was not notified.

State precedent mandated Judge Ochiai and his court inform me of the delinquency. Ochiai did not in violation of Rule 1.1 CJC. Ochiai also violated Rule 2.5 CJC for lack of competence. He should have known the requirement. Dean E. Ochiai CHEATED our family.

HECO ACTION

Whattoff on behalf of defendants justified his refusal to file the Rule 11 motion claiming:

11 In light of that we filed a Rule 11 motion.
12 I'm sorry. We served plaintiff with a Rule 11 motion,
13 and we prepared to file the motion as soon as the
14 complaint was served. We then waited and we waited and
15 we waited. At one point we even offered to waive service
16 for plaintiff and he declined that. So because plaintiff
17 has never served his complaint on Hawaiian Electric or
18 any of the other defendants, they have been unable to
19 file a Rule 11 motion or take other action to address the
20 allegations.

Whattoff had not expressed that reasoning previously, thus I was unable to address the comment at hearing. Post-hearing, researched the topic. Whattoff spoke untruthfully, deceptively and falsely. As his claim served to defend his inaction, we consider the deception to be malicious, and therefore, a lie. He was required to know the falsity of his statement. I did not need to serve my complaint in order for defendants to file the Rule 11 motion.

Ochiai incompetently accepted Whattoff's defense without verifying. Ochiai again violated Rule 2.5 CJC. The judge stated:

1 But they could not file it because they're not
2 a party to the case yet. If he had filed it prior to
3 being a party to this case, he would have been hit with
4 Rule 11. And I'm talking about Mr. Whattoff. That's why
5 he is specially appearing today to say, We offered to
6 waive service, you declined, and you never properly
7 served. And now as a defense you filed your motions to
8 enlarge the time. That's the way the Court is looking at
9 these pleadings as it currently stands.

On March 14, 2022, presented my findings from SCOTUS and proof of Whattoff's deception at hearing. Ochiai did not respond.

The Court clarified in 1990 that Defendants **did not** need to wait and wait and wait until Plaintiff served the complaint. Articulated April 29, 1991, in *Bryant v. Brooklyn Barbecue Corp*, 932 F.2d 697 (8th Cir. 1991):

Plaintiff's counsel argues the court lacked jurisdiction to impose sanctions because defendants in this case were never served with the original complaint, and hence could not be "parties" entitled to an award of expenses under Rule 11. We find the Supreme Court's decision in *Cooter* resolves this issue in favor of the court's authority to award sanctions even though the original complaint was dismissed prior to service on the defendants. Id. 110 S.Ct. at 2454-57.

The Court's ruling provided Mr. Whattoff and Defendants authority to file their Rule 11(c) motion for alleged sanctions against Plaintiff after 21 days safe harbor from date of the letter of service, (see Dkt. No. 46, Plaintiff Exhibit 25).

Ochiai violated Rule 2.2 CJC for lack of impartiality and fairness. After pressing the issue, Ochiai stated at hearing April 25, 2022, that the issue of Rule 11 matters “not to the Court.”

13 THE COURT: Mr. Goold.
14 MR. GOOLD: Yes, Your Honor.
15 THE COURT: The Rule 11 matter was ancillary.
16 The central core of the issue of the motion was to
17 dismiss your complaint. I'm not going to get sidetracked
18 by discussing Rule 11. It matters not to the Court. It
19 matters whether or not you have merits to set aside the
20 Court's dismissal of your complaint. I'm not going to
21 run down rabbit holes with you.
22 MR. GOOLD: I understand, Your Honor. In
23 Rule -- in --
24 THE COURT: Don't talk about Rule 11. Let's
25 talk about the merits.

I cared about Rule 11. As I reported to the judge at hearing on March 3, 2022:

14 MR. GOOLD: Your Honor, the defendant
15 mentioned -- the defendants have mentioned that they have
16 filed a Rule 11 that has -- they had served us with a
17 Rule 11(c) motion on April 6, 2021. At that point I
18 asked them to file -- to serve us with the complaint with
19 the motion because the Rule 11 threat prevents me from
20 obtaining legal counsel. I have not moved forward
21 because they have not filed the Rule 11. And without
22 filing the Rule 11, I don't have an opportunity to answer
23 to their charges. And without being able to answer the
24 charges, I am not able to -- I am not able to obtain
25 legal counsel.

The Spector of Rule 11 prevented me from securing legal representation. Ochiai knew I was without counsel; knew I was a pro se idiot. Ochiai would not demand sua sponte to compel Whattoff to file his motion and allow me to address the allegations against me. Ochiai's action violated Rule 1.2 CJC by giving the appearance of impropriety, and Rule 2.2 CJC by exhibiting partiality to protect powerful HECO.

Ochiai claimed he was ready to rule, and cited Whattoff's claim that the "defendant offered to waive services ..." to support his decision.

25 What the Court finds most troubling with

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1 respect to the plaintiff's failure to serve within the
2 time period allowed by the rule is that the defendant
3 offered to waive services and for tactical purposes, the
4 plaintiff elected to refuse the offer of waiver of
5 service.

Whattoff however had confused the “WE” in his statements. Whattoff officially represented four defendants. Whattoff’s offer to waive service extended only to one. Even a pro se idiot knew Whattoff’s offer would only complicate litigation for the plaintiff. It was a bad offer. Ochiai punished our family for refusing the bad offer. Ochiai’s decision violated Rule 1.2 CJC by giving the appearance of impropriety, and Rule 2.2 CJC by exhibiting partiality to protect powerful HECO.

2 THE COURT: I know the context. We have the
3 entire file here.
4 MR. GOOLD: You have the context.
5 This court, your honor, punished me, claiming
6 I should have accepted an offer from defendants. That was
7 a limited waiver offer. That limited waiver offer only
8 waived service for HECO, Hawaiian Electric Company. It
9 did not -- it did not waive service for Hawaiian Electric
10 Industries, Inc., Shana M. Buco, and Elizabeth Dear. And
11 that's D-E-A-R. It did not.
12 Now, you said that in your decision. You
13 said in your decision that because I did not accept that
14 offer, you then ruled against me and denied my -- and --
15 and granted defendant's motion to dismiss. Now, I believe
16 you were misled. I believe you thought that the offer
17 extended to me by defendants included all the plaintiffs,
18 excuse me, included all the defendants: HECO, HEI, Buco,
19 and Dear. That would be somewhat reasonable, that would
20 be somewhat reasonable. But to expect me to take the
21 limited offer, HECO only, but then have to conventionally
22 serve the other three, that is not reasonable. That is an
23 unreasonable request by this court. And I don't believe
24 you're unreasonable. I believe you were fooled, you were
25 misled by their utterance in this hearing.

RULE 60 CHALLENGE

On July 12, 2023, I challenged Ochiai’s decision claiming the judge was unclear about the “WE” in Whattoff’s offer. I addressed the court. Whattoff spoke. As I began to rebut the statement of Whattoff, Ochiai cut me off, and ended the hearing. Ochiai’s behavior violated Rule 1.2 CJC by giving the appearance of impropriety, and Rule 2.2 CJC by exhibiting partiality to protect powerful HECO.

1 And in this hearing they did not describe the
2 waiver offer completely. They described the waiver offer
3 in their motion to dismiss, that was I believe docket
4 number 36, and they said at that time in a footnote, they
5 included the disclaimer, the caveat that it was only for
6 Hawaiian Electric Company. But that was in January. The
7 -- the hearing was two months later in March. I can't
8 expect that you know that precisely.

9 And when they said "we," and then he said --
10 he said: "At one point we even offered to waive service
11 for plaintiff and he declined that." Who is "we"? "We"
12 was defined by Whattoff in the Rule 11 motion, which I
13 included in my non-hearing motion, docket number 181,
14 Exhibit 94. Open quote. "On behalf of my clients,
15 Hawaiian Electric Company, Inc., Hawaiian Electric
16 Industries, Inc. and Shana Buco, collectively Hawaiian
17 Electric." Close quote. That is their "we." Even in
18 their initial motion to dismiss, that docket number 36,
19 they defined "we." Open quote. "Defendant Hawaiian
20 Electric Company, Inc. hereby makes a special appearance
21 to move the court for an order granting the dismissal of
22 plaintiff Jeffrey Scott Goold's First Amended Complaint
23 filed March" -- "filed May 21, 2020 as to all unserved
24 parties." Close quote. That's the "we." Whenever he's
25 talking about "we," he's talking about all the unserved

1 parties. So when he spoke to you and said we extended
2 this offer, it is confusing and it leads you to then
3 believe I should have taken that offer.

At the previous hearing, the judge had strongly cautioned me about objecting and interrupting. Thus, as this hearing, did not object or interrupt. Respecting the judge's protocol, I waited silently and patiently for my turn. Ochiai did not allow my turn. He CHEATED me.

1 THE COURT: Okay. All right. The court's
2 ready to rule.
3 The court has reviewed the entire record and
4 has not found that plaintiff has been able to raise issues
5 of fraud, misrepresentation, or other misconduct.
6 MR. GOOLD: Your honor, may I ask a question
7 first?
8 THE COURT: No. To the degree required --
9 MR. GOOLD: No I may not ask a question? I
10 may not ask -- I -- you can --
11 THE COURT: I'm ruling now, Mr. Goold.
12 You're --
13 MR. GOOLD: But you won't let me ask a
14 question?
15 THE COURT: You already had a substantial
16 amount of time to talk. I am ruling now. So --
17 MR. GOOLD: Well, you didn't give me a chance
18 for rebuttal.
19 THE COURT: -- I am ruling now, Mr. Goold.
20 MR. GOOLD: That's okay. I was just --
21 THE COURT: I let each side talk till they
22 said they're finished. That's it.
23 MR. GOOLD: Usually there's a -- a rebuttal.
24 There's a --
25 THE COURT: Mr. Goold.

1 MR. GOOLD: You know, I'm trying to talk --
2 THE COURT: The court is ruling. Please be
3 silent or I will mute -- I will mute you, okay?

LAWYER EXPERIMENT

After exhausting the local supply of potential attorneys, I reached out in a Hail Mary effort to a former college associate. He referred me to a friend and attorney in the state of Washington. As I had struck out with all previous attorneys, used a different strategy. Communicated with Eric Krening only via email to have a complete written record. Told him I was presenting my case in two parts, and would explain my reasoning later.

In Part 1, presented my complaint and argument without mentioning the Rule 11 motion. Mr. Krening offered a contract of representation. Prior to signing, presented Part 2 to be ethical, which was the Rule 11 motion. Mr. Krening was furious. Felt betrayed. Refused to represent me. I lost a third attorney willing to prosecute the case specifically and knowingly because of the Specter of the Rule 11. Rush Moore attorneys were numbers one and two.

At hearing however, Ochiai refused to accept my evidence as proof of Rule 11 interference. The crooked judge stated:

6 THE COURT: I have not seen any declarations
7 from any attorneys in any of your supporting papers that
8 indicated they would not represent you because of the
9 specter of a Rule 11.

10 MR. GOOLD: I provided in my motion to set
11 aside Docket -- court -- in Docket No. 98, I provided
12 evidence from Mr. Eric Osinski, who was my attorney. I
13 paid to have him review. He was willing to -- he was
14 willing to represent me. I then presented him with the
15 Rule 11 -- those accusations, the Rule 11. He said the
16 case was too complex for him. He did not want to wade
17 into the weeds with defendants and he withdrew. That is
18 included in my motion to set aside.

19 THE COURT: Mr. Goold, I saw that. I did not
20 see him saying he's not going to represent you because of
21 the specter of Rule 11. He said it's too complicated and
22 too much work for him.

23 MR. GOOLD: No. Because of the Rule 11.

24 THE COURT: He did not say that.

Line 24, judge said, “He did not say that.” Judge never spoke with Mr. Krening. And the judge refused to accept my claim about Mr. Krening’s reasoning — claiming hearsay. How then can the crooked judge claim to know what Mr. Krening said or didn’t say?

4 THE COURT: You have the right to say whatever
5 you want, but the rules of evidence constrain what we
6 hear in court and accept as evidence.
7 MR. GOOLD: I have a right to say what he told
8 me, and that's not hearsay.
9 THE COURT: Oh.
10 MR. GOOLD: This is -- I paid him for a
11 review.
12 THE COURT: Mr. Goold, that is the reason why
13 you needed counsel. You clearly do not understand the
14 evidence code, but go ahead.
15 MR. GOOLD: Thank you, Your Honor. I agree.
16 Thank you. And by denying me counsel, I do not know how
17 to come here and argue --

Importantly, Ochiai notes that I needed counsel. Exactly! Mr. Krening refused to speak with me. Cut off all communication after involving him in this matter. Wasn’t possible for me to obtain an affidavit or declaration. Ochiai set an unreachable bar for a pro se idiot. Cheated our family once again.

Ochiai also violated **Erum** failing to read liberally the actions of a pro se litigant. Clearly his behavior suggested violations of Rule 1.2 CJC by giving the appearance of impropriety, and Rule 2.2 CJC by exhibiting partiality, which protected powerful HECO.

Commission won’t do anything — likely won’t respond in meaningful fashion. However, this summary will be distributed to DPR and other legal groups, posted online, and now will be part of the evidentiary file with this current case. We can’t force officials in Hawai’i to end the favoritism, corruption and patronage. We can document these patterns for future generations to remember.

This is YOUR legacy. Americans no longer trust our judiciary to be impartial and fair. Judges are no longer considered to be “honorable.” Sadly, judges now live in fear. Judges like Ochiai contributed to this collapse of respect and trust, in our professional opinion.

CONCLUSION

As a side note, I also proved Whattoff included numerous unlawful accusations and accounts in his malicious Rule 11. In a fair system, a pro se idiot would have prevailed before your so-called “honorable” judge and one of Hawaii’s most powerful litigators. I’ll save that history for another opportunity. Unfortunately, you seem to be a member of this corrupt and crooked “old boys club.”

Our family will not appear again before Dean E. Ochiai, nor will we work with any legal or other professionals who do. People like Dean E. Ochiai are toxic to the system, as they destroy the public’s confidence in our judicial system. And such radioactivity poisons all those around him.

Sincerely,

/s/ Scott Goold

Scott Goold

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