

WRITTEN TESTIMONY — AGENDA ITEM J-1

Board of Land and Natural Resources | June 26, 2026

Kate Thompson | Ala Wai Small Boat Harbor, 30-Year Permit Holder

KATET@icloud.com

I. Introduction and Scope

This testimony is submitted in connection with Agenda Item J-1. I have separately filed testimony on J-5. The two items are related — J-5 (the Contested Case Hearing petition) would compel sworn answers to the enforcement questions raised here — but this document focuses on the parking enforcement loophole that today's Board meeting presents an opportunity to close.

J-1 may not itself address parking directly. But the BLNR meeting at which J-1 is heard is precisely the right moment for the Board to act on the parking citation gap — either by directing DOBOR to initiate a dedicated parking citation HAR rulemaking under HRS Chapter 91, or by requesting an Attorney General opinion on whether Act 163 (2022 SLH) and the Board's existing authority already permit the Board to require a citation stage in the Secure Parking Hawaii LLC concession agreement without a separate HAR.

The loophole is this: for five years, there has been no Hawaii Administrative Rule requiring that the parking management concessionaire at a state small boat harbor issue a citation before towing a vehicle. That gap has produced 9,323 tows and 34 citations from 2022 through 2025. It has persisted through four legislative requests, two concurrent resolutions, and at least one Senate bill. It has never been explained by DOBOR on the record. Today is the opportunity to require that explanation — and to direct that it end.

II. DOBOR Has Repeatedly Missed the Window to Add a Citation Stage

The progressive enforcement model — warning, then citation, then tow — is not new or experimental. It is how the Hawaii government manages parking in every other context where it has acted responsibly:

- DAGS manages state facility parking with 5,028 citations to 1 tow. State Comptroller and DAGS Director Keith Regan testified to this data before the Legislature on HB 2375. His department uses a HAR framework to guide its parking security staff — the same model being requested here. The result: compliance, not tow trucks.
- Walmart and Sam's Club at 700 Ke'eaumoku, Honolulu — operated by Secure Parking Hawaii LLC, the same concessionaire DOBOR uses at Ala Wai — issue breach notices (citations) as a first response to parking violations. Fines are reasonable, personable, and clear once paid. No tow unless the violation is unresolved.

- SCR 58 (2026 Session) directed DOBOR to implement exactly this framework: warning → citation → tow. J-1 is DOBOR's response to that directive. It contains no citation stage.
- Secure Parking Hawaii LLC's model at Walmart/Sam's Club is actually more graduated than a simple 'citation then tow.' Their system is: breach notice (1st offense) → breach notice (2nd offense) → tow only on the third offense if unpaid. Two chances to pay and clear before a tow is ever ordered. DOBOR's model at Ala Wai: tow.

The Legislature has addressed this issue at least four times in four years — through two resolutions directing DOBOR to act, and two legislative measures that each received multiple committee hearings and extensive public testimony on both the Senate and House sides. Neither measure became law. But the hearing records and public testimony are documented and on file. This is not a fringe concern. It is a sustained, public legislative effort:

- HCR 176 (2022) — House Concurrent Resolution asking why Harbor Agents were not issuing parking citations and directing DLNR/DOBOR to address the enforcement gap. The first formal legislative request.
- SB 2745 (2024 Session, Sen. Lee) — Senate measure requiring that parking citations be issued and a pause time observed before towing at state small boat harbors. Received multiple Senate committee hearings with extensive public testimony. Did not become law. Full text: https://www.capitol.hawaii.gov/sessions/session2024/bills/SB2745_.PDF
- HB 2375 (House measure) — examined the parking enforcement model at state facilities. Received multiple House committee hearings with extensive public testimony. State Comptroller Keith Regan testified on DAGS's citation-first model: 5,028 citations vs. 1 tow at comparable state public parking facilities. Did not become law.
- SCR 58 (2026) — Senate Concurrent Resolution directing DOBOR to implement a staged enforcement framework: warning → citation → tow. The Legislature's fourth formal request in four years.

Two resolutions. Two measures with committee hearings and extensive public testimony. Neither measure became law — yet while those hearings were active, DOBOR still took no administrative action to add a citation stage. The Legislature has done what it can short of passing a law. Today the Board has the authority to act where the Legislature has not yet succeeded.

DOBOR's response to four legislative requests over four years: J-1, a HAR rulemaking package with no citation stage. In all of 2022, DOCARE issued exactly one parking citation at Ala Wai — while Secure Parking Hawaii LLC towed 1,920 vehicles. From 2022 through 2025: 34 citations total; 9,323 tows. J-1 is the window before the Board today. The Board should require DOBOR to use it.

III. Secure Parking Hawaii LLC Already Issues Breach Notices — Just Not at Ala Wai

Secure Parking Hawaii LLC is a large, professional parking management company with operations across the Hawaiian Islands. Their website, secureparkinghi.com, includes a dedicated 'Pay Violations' portal and the following FAQ entries:

"What is a breach notice?" — "Customers may be issued a breach notice when they violate the parking lot's terms and conditions. A breach notice notifies you of a violation."

"Do I need to pay my breach notice?" — [yes, with online payment portal and a 7-day appeals process]

"I have been towed, where do I collect my car?" — Mr. Tow, 123 Puuhale Rd, Honolulu, HI 96813 (808-486-4665)

"Contact Us" / Customer Service — [available for violation disputes and general parking inquiries]

Note the order: breach notice first, tow only as a separate escalation step. Secure Parking Hawaii LLC has the infrastructure, the technology, and the trained staff to issue personable fines that identify the violation, give the driver time to respond, and clear when paid. This is already happening at their Hawaii locations — including the Walmart/Sam's Club at 700 Ke'eaumoku, less than one mile from Ala Wai Small Boat Harbor.

What makes this more troubling: Secure Parking Hawaii LLC has held the parking management contract at Ala Wai Small Boat Harbor since September 15, 2021. Under that contract, Secure Parking was already responsible for parking signage throughout the harbor AND for the entire enforcement of parking violations. At the September 2021 BLNR meeting, DOBOR's own representative (Mr. Underwood) told Board members that Secure Parking would have attendants monitoring parking 'time tickets' and paid times. That never happened.

Instead, DOBOR allowed tow truck drivers to sit in the harbor, patrol the facility, and — critically — access the parking meter software application that alerts operators when a meter has expired. The tow company was given real-time access to meter expiration data. This is a structural conflict of interest: the party that profits from towing was given the tool that triggers towing decisions. Secure Parking Hawaii LLC — whose contract required them to manage enforcement — was sidelined.

DOBOR also allowed the towing company to design and maintain approximately half of the parking signage on poles throughout the harbor — a responsibility that belonged to Secure Parking Hawaii LLC under the contract. Poor and inconsistent signage is itself a towing driver: the community submitted a petition in 2022 asking DOBOR to label each stall with the word 'Paid,' 'Beach,' or 'Permit' so drivers could see at a glance where they were allowed. That labeling was never implemented. Proper stall labeling alone would have prevented an estimated 40% of tows. A citation stage instead of immediate tow would have prevented another estimated 40%. Approximately 80% of the 9,323 tows from 2022 through 2025 were preventable — through tools DOBOR had available and chose not to use.

Whether it is called a breach notice, a violation notice, a citation, or a ticket — it is the same thing: a small, reasonable fine that provides written notice of the violation, a defined period to contest or pay, and resolution once paid. Walmart operates with extensive legal counsel that has analyzed parking enforcement due process requirements in every state where they operate. They chose this model deliberately because it satisfies the constitutional requirements of notice, opportunity to contest, and proportionate remedy. That legal analysis applies equally under Hawaii law. The 'Small Kine Fine' is not a novel concept — it is a proven, legally sound enforcement tool already operating less than one mile from this harbor, complete with a formal 7-day appeals process, an online payment portal, and a customer service contact path for dispute resolution. The availability of customer service may vary by contract and location — but the company-level infrastructure exists. Secure Parking Hawaii LLC built it. Whether DOBOR requires any of it at Ala Wai is entirely a matter of what the concession agreement demands. Right now, it demands none of it. A HAR provision would change that.

The citation model is also constitutionally sounder than tow-first enforcement. Towing a vehicle is a deprivation of property by a state actor — DOBOR, acting through a concessionaire operating under a state contract on public land. The Fourteenth Amendment to the United States Constitution prohibits the deprivation of property without due process of law. Under the balancing test established in *Mathews v. Eldridge*, 424 U.S. 319 (1976), courts weigh: (1) the private interest affected; (2) the risk of erroneous deprivation and the value of additional procedural safeguards; and (3) the government's burden. Immediate towing — without prior written notice, without an opportunity to remedy the violation, without any hearing before deprivation — scores poorly on all three factors. The private interest is substantial: recovering a towed vehicle at Ala Wai costs hundreds of dollars and often requires missing work. The risk of erroneous deprivation is documented: an estimated 40% of tows resulted from inadequate stall labeling, not willful violation. The additional safeguard — a citation with a 7-day contest and payment period — is low-cost and already operational at nearby Secure Parking Hawaii LLC locations. The citation model does not merely satisfy due process. It is what due process looks like. Tow-first enforcement deprives property first and asks questions later.

The breach notice system is absent at Ala Wai not because Secure Parking Hawaii LLC cannot do it, but because DOBOR's concession agreement does not require it. That is a deliberate contractual gap. J-1 is the appropriate HAR vehicle to close it by requiring that any parking management concessionaire at a state small boat harbor be authorized to issue citations as a first-response tool before towing is ordered.

IV. HRS §200-14(b): Verbatim Statutory Text — DOBOR's Misrepresentation Identified

HRS §200-14(b) is the governing statute for parking violations at state boating facilities. The full text, as published by the Hawaii Legislature and verified on Justia.com, reads:

§200-14 Violation of rules; penalty. ... (b) Any person who violates any rule adopted by the department under this part regulating vehicular parking or traffic movement shall

have committed a traffic infraction as set forth in chapter 291D, the adjudication of which shall be subject to the provisions contained therein. A person found to have committed such a traffic infraction shall be fined not more than:

- (1) \$100 for a first violation;*
- (2) \$200 for a second violation; and*
- (3) \$500 for a third or subsequent violation.*

Source: HI Rev Stat § 200-14 (2025), Justia Law, <https://law.justia.com/codes/hawaii/title-12/chapter-200/section-200-14/>

The statute says 'not more than \$100 for a first violation.' This is a ceiling — not a floor, not a mandatory amount. A \$20 first-offense overstay citation is fully authorized. A \$35 repeat violation fine is fully authorized. There is no statutory minimum for parking infractions under this subsection.

DOBOR has repeatedly represented to the Waikiki Neighborhood Board and others that HRS §200-14 requires a \$100 fine, treating the statutory maximum as a mandatory minimum. That representation is not supported by the text of the law. It has been repeated for at least five years and has been the primary public justification offered for why a graduated, low-fine citation system supposedly cannot be implemented at Ala Wai. The law does not support that position.

The Board should ask DOBOR, on the record today, to cite where in HRS §200-14(b) a \$20, \$35, or \$40 citation is prohibited. The answer is: it is not. The legal authority for small fines has always existed. What has been missing is the HAR provision authorizing the concessionaire to issue them — a gap this Board has the power to close today.

V. Parking Fees Cannot Be Changed Except Through HAR Rulemaking — J-1 Is the Only Lawful Path

On June 12, 2026, DOBOR's own official confirmed in writing: 'any parking contract must follow what the HARs reflect in the way of parking fees and that cannot be amended by a Chairperson' and 'Secure Parking is required to follow the current HARs in the prices they are charging.' (Exhibit B)

This means formal HAR rulemaking under HRS Chapter 91 — with public notice, hearing, Board approval, and Governor approval — is the only lawful vehicle to change harbor parking fees or require a citation stage. No Chairperson directive, no contract amendment, no administrative memo can substitute. J-1 is that vehicle. Approving J-1 without a citation stage or resident rate protection locks in tow-only enforcement for the next full rulemaking cycle. Deferral costs nothing. Approval without those provisions costs residents.

VI. Harbor Statutory Purpose and Public Land Trust

HRS §200-9 establishes that state small boat harbors exist for three statutory purposes: recreational boating, fishing, and commercial vessel operations. Governor's Executive Orders GEO Nos. 1330, 1786, and 1795 established Ala Wai Small Boat Harbor with conservation, 'no build,' and public access designations. The harbor is public trust land managed for Hawaii residents — not as a towing revenue center.

Context: recreational parking at Ala Wai is free (6-hour limit, 4:30am–10:30pm). Paid hourly is \$1/hour. Tenant parking is \$25/month. Two blocks away at Hilton Hawaiian Village: \$69–\$89/night. Tourist demand on public trust land is real. Without a resident/permit holder protected rate embedded in the HAR, future concession pricing will follow the commercial market — pricing out the Hawaii residents this harbor exists to serve.

VII. Relationship to J-5 (Contested Case Hearing Petition)

I have separately submitted testimony on J-5. The two items are distinct but related. J-1 is the rulemaking vehicle; J-5 is the accountability mechanism. A Contested Case Hearing on J-5 would require DOBOR to answer under oath: Does tow-only enforcement serve the statutory purposes of HRS §200-9? Do GEOs 1330, 1786, and 1795 allow commercial parking revenue extraction from these lands? Why has no citation stage been included in J-1 after four years of legislative requests? Why has comprehensive towing data never been reported to the Legislature?

The Board need not resolve J-5 to act on J-1. But the Board should understand that deferring J-1 for the additions requested here would also give time for the J-5 process to develop the evidentiary record that would make future J-1 rulemaking more legally sound.

VIII. HAR Rulemaking Without Real Public Meetings Is Insufficient for Controversial Changes

HRS Chapter 91 requires public notice of proposed rulemaking. In practice, DOBOR satisfies this requirement by posting notices at the harbormaster's office and online. There are no actual public meetings — no community sessions where harbor users, liveaboard permit holders, and affected residents can show up, ask questions, and be heard in person before rules are finalized.

This matters most for the most vulnerable harbor users: liveaboard permit holders who depend on the harbor as their primary residence, working families who use the harbor for recreational boating on weekends, and lower-income residents who may not regularly check DLNR's website or the harbormaster's office bulletin board. These are precisely the people most affected by towing enforcement — and least likely to see a web notice.

J-1 touches controversial subjects: parking enforcement that has displaced cars by the thousands, towing that has cost harbor users hundreds of dollars per incident without a citation stage, and rate structures that affect access to a public trust resource. These are not minor administrative adjustments. They deserve genuine public engagement — not notice-by-posting.

The Board should condition any future J-1 vote on DOBOR holding at least one noticed public meeting at or near Ala Wai Small Boat Harbor before the package returns for approval. The harbormaster's office door and a website post are not a substitute for community input on rules that determine whether your car gets towed or you receive a reasonable fine.

IX. The Legal Question J-5 Must Answer — And Why J-1 Must Act Now Regardless

There is a threshold legal question this Board has never answered on the record: Is J-1 — formal HAR rulemaking under HRS Chapter 91 — the only lawful path to authorize parking citations at state small boat harbors? Or does Act 163 (2022 SLH), which exempted harbor parking concession contracts from sealed bid requirements and authorized DOBOR to negotiate directly with parking management companies, itself provide sufficient authority for the concession contract to require citation issuance — without a separate HAR provision?

This is not an academic question. If Act 163's concession contract authority is sufficient, DOBOR could have required Secure Parking Hawaii LLC to issue breach notices at Ala Wai through the contract alone — without waiting for a HAR amendment. The fact that DOBOR did not do so, despite four legislative requests, is itself significant. It suggests either: (a) DOBOR does not believe Act 163 provides that authority and a HAR is required; or (b) DOBOR chose not to require citations regardless of which legal path was available.

Either answer is damning. If (a): DOBOR knows a HAR is required and has failed to include a citation stage in J-1 despite four years of requests — that omission is inexcusable and must be corrected before J-1 is approved. If (b): DOBOR had the authority and chose not to use it, which raises the question of why a tow-first model was deliberately maintained.

This is precisely why the Contested Case Hearing petition (J-5) exists: to compel sworn answers to these questions on the record. But regardless of how J-5 is resolved, the answer is the same for J-1: if the Attorney General determines that HAR rulemaking is the required path to authorize citations — and DOBOR's own June 12, 2026 email confirms that parking fees cannot be changed except through the HARs — then citation authority **MUST** be included in J-1 now, not deferred to a future rulemaking cycle. The Board should not approve a HAR package that omits what the law requires it to contain.

A concrete model already exists in Hawaii. The Honolulu Zoo parking facility, managed under the Enterprise Services framework of DAGS, uses exactly the citation-first enforcement model being requested here — the same standard process used in larger public parking lots statewide under Act 163. Vehicles receive a violation notice. Drivers have an opportunity to pay or contest. Towing is the last resort, not the first response. This is not a novel or untested system. It is the standard. The question before this Board is why state small boat harbors — public trust land governed by HRS §200-9 — are the only state parking facilities exempt from it.

The Board has two paths today, both of which are appropriate and within its authority:

- PATH 1 — Direct DOBOR to initiate a dedicated HAR rulemaking under HRS Chapter 91 to add parking citation authority (proposed §13-232-XX) and a resident/permit holder rate (proposed §13-232-YY) to the harbor rules. Set a deadline. Require a public meeting before the package returns for Board approval.
- PATH 2 — Request an Attorney General opinion on whether Act 163 (2022 SLH), which exempted harbor parking concessions from sealed bid requirements, already gives the Board and DOBOR sufficient authority to require a citation stage in the concession contract without a separate HAR rulemaking. If the AG opinion confirms that authority exists, DOBOR should be directed to amend the Secure Parking Hawaii LLC contract immediately.

Either path closes the loophole. What is not acceptable is another year of no action while the tow-to-citation ratio remains 274-to-1 and the Legislature's four requests go unanswered.

X. Two Hypothetical Proposed HAR Provisions — Illustrating What a Citation Stage Could Look Like

The following are hypothetical proposed HAR provisions, offered to illustrate to the Board what a citation-stage rule could look like in practice. They are not offered as final regulatory text — that is DOBOR's drafting responsibility and would go through the full Chapter 91 rulemaking process with public notice and hearings. They are offered as proof that the concept is legally and operationally straightforward, and that there is no technical barrier to drafting such rules.

There is also a compelling fiscal argument for the citation model that has been entirely overlooked in this debate. Under the current tow-only enforcement system at Ala Wai Small Boat Harbor, the towing company — a private business — captures all revenue from every tow. The State of Hawaii receives nothing. DOBOR receives nothing. The boating special fund receives nothing. From 2022 through 2025, an estimated 9,323 vehicles were towed. At typical Honolulu towing recovery costs, that represents hundreds of thousands — potentially millions — of dollars paid entirely to a private tow company, with zero state revenue generated from the enforcement activity on public trust land. A citation system would redirect that revenue stream: every \$20.00 notice paid goes to the boating special fund under HRS §248-8, benefiting the harbor and its users. The current system enriches a private contractor. A citation system serves the public trust.

Proposed HAR §13-232-XX: Parking Violation Notices — State Small Boat Harbor Facilities ('Small Kine Fine')

- (a) Purpose. This section authorizes the issuance of parking violation notices at state small boat harbor parking facilities, consistent with HRS §200-9 (statutory harbor purposes), HRS §200-14(b) (maximum fine ceiling of \$100 for a first offense), SCR 58 (2026 Session), and the Board's public land trust obligations under HRS Chapter 171.
- (b) Authorization. DOBOR shall authorize any parking management concessionaire operating at a state small boat harbor facility to issue parking violation notices to vehicles found in violation of posted parking rules and conditions.

(c) Violation notice amounts. Parking violation notices issued pursuant to this section shall be a flat \$20.00 per notice, regardless of violation type, provided that:

- The \$20.00 amount applies equally to time-limit/overstay violations and to wrong-stall/unauthorized-zone violations;
- The flat amount is well below the DOCARE ceiling for equivalent violations (\$35 overstay; \$40 wrong stall) and within the statutory ceiling of HRS §200-14(b) (\$100 maximum for a first offense);
- DOBOR may establish a lesser amount by rule or concession contract; no notice shall exceed the then-current DOCARE rate for the equivalent class of violation.

(d) Form of notice. Each parking violation notice shall: (1) identify the vehicle by license plate number; (2) state the specific violation and location; (3) state the amount due (\$20.00); (4) provide a minimum 7-day period to pay or contest the notice; (5) include contact information for payment and contest submissions. Violation notices shall be deemed resolved and cleared upon payment within the payment period.

(e) Escalation — towing as last resort. No vehicle shall be towed on the basis of a first or second unpaid parking violation notice alone. Towing may be authorized only when: (1) accumulated unpaid parking violation notices for the same vehicle reach or exceed \$50.00 within a 12-month period (effectively the third offense at \$20.00 per notice); or (2) a notice remains unpaid beyond the applicable payment and contest period and the \$50.00 threshold has been met.

(f) Revenue. All parking violation notice revenues collected under this section shall be deposited into the boating special fund established under HRS §248-8.

(g) No conflict. Nothing in this section prohibits DOCARE from issuing parking citations under its independent authority at state small boat harbor facilities. In the event of conflict between a concessionaire-issued notice and a DOCARE citation for the same violation, the DOCARE citation shall govern.

Proposed HAR §13-232-YY: Resident and Permit Holder Protected Parking Rate

(a) Findings. HRS §200-9 establishes these harbors for Hawaii's recreational boating public. Adjacent commercial properties charge \$69–\$89/night for parking. Without a protected rate, market forces will displace Hawaii residents from public trust parking.

(b) DOBOR shall establish a protected resident and permit holder parking rate within one year of the effective date of this rule.

(c) The protected rate shall: (1) not exceed 50% of the adjacent private commercial daily parking rate; (2) be available to valid DOBOR mooring permit holders, slip assignment holders, and owners of Hawaii-registered vessels.

(d) DOBOR shall designate a minimum number of stalls per harbor for exclusive qualifying use during peak hours.

(e) Non-designated stalls may be offered at market rates to non-qualifying visitors.

XI. Requested Board Action

The undersigned respectfully requests that the Board take one or more of the following actions today:

1. CHOOSE A PATH TO CLOSE THE LOOPHOLE — either:

- Direct DOBOR to initiate a dedicated HAR rulemaking to add parking citation authority (proposed §13-232-XX) and a resident/permit holder rate (proposed §13-232-YY), with a public meeting required before the package returns for Board approval; OR
- Request an Attorney General opinion on whether Act 163 (2022 SLH) and the Board's existing authority permit the Board to require a citation stage in the Secure Parking Hawaii LLC concession contract without a separate HAR rulemaking — and if so, direct DOBOR to amend the contract immediately.

2. REQUIRE DATA — Direct DOBOR to provide the Board and the public with complete towing and citation data for all state small boat harbors, 2020–2026, at the next regular Board meeting.

3. CORRECT THE RECORD — Direct DOBOR to correct its misrepresentation of HRS §200-14(b): the statute sets a ceiling of \$100 for a first parking offense, not a mandatory minimum. Fines of \$35 or \$40 — matching current DOCARE rates — are fully authorized by existing law.

4. REQUIRE CONTRACT ACCOUNTABILITY — Direct DOBOR to explain on the record why Secure Parking Hawaii LLC's existing breach notice system — operational at their other Hawaii locations less than one mile away — has never been activated at Ala Wai, and why the towing company was given access to the meter expiration software that triggers towing decisions.

5. REQUIRE A PUBLIC MEETING — Any HAR rulemaking on harbor parking enforcement must include at least one noticed public meeting at or near Ala Wai Small Boat Harbor. Online posting and a harbormaster office notice are not sufficient public process for rules that have resulted in 9,323 tows over four years.

Respectfully submitted,

Kate Thompson

Ala Wai Small Boat Harbor | Permit Holder, 30 Years | KATET@icloud.com | June 26, 2026

SOURCE DOCUMENTS AND EXHIBITS

NOTE TO BOARD MEMBERS: Although the source documents and exhibits cited in this testimony are not attached to this J-1 agenda item, they are readily available as exhibits in Kate Thompson's J-5 testimony — also on today's agenda. Board members can find them in the testimony section of J-5, easily accessible through today's BLNR meeting materials. Key publicly available URLs are listed below for immediate reference.

From the J-5 Supplemental Filing (previously submitted):

- *DLNR Chairperson Case, HCR 176 Testimony (March 22, 2022) — DOCARE 'equipped' for parking enforcement*
- *DOBOR Official Email (Stats, June 12, 2026) — 'parking fees cannot be amended by a Chairperson'*
- *DAGS Legislative Testimony, HB 2375 — 5,028 citations / 1 tow (State Comptroller Keith Regan) — see Exhibit H of Supplemental Filing*
- *SCR 58 (2026) — Legislative directive: warning → citation → tow*
- *Community Petition (2022) — stall labeling 'Paid / Beach / Permit': <https://chng.it/n5nRqh76>*

Publicly available sources cited in this testimony:

- *HRS §200-14(b) full text: <https://law.justia.com/codes/hawaii/title-12/chapter-200/section-200-14/>*
- *SB 2745 (2024 Session, Sen. Lee): https://www.capitol.hawaii.gov/sessions/session2024/bills/SB2745_.PDF*
- *Secure Parking Hawaii LLC breach notice / 'Pay Violations' FAQ: <https://secureparkinghi.com>*