



The Woods Course Grand Bargain

A Friends of Princeville position paper

Friends of Princeville (FoP) proposes that PHCA help bring Mull and White and Starwood together to explore a negotiated settlement of the Woods Course dispute. The objective should be an agreement that protects Princeville's character, gives both sides greater certainty, and provides lasting benefits to the community. PHCA should convene and support that effort while remaining neutral between the litigants and outside the settlement itself.

We call this the **Grand Bargain**: a package of reciprocal commitments addressing land protection, future uses, community benefits, legal costs, and an end to the litigation. Each party would need to gain enough to prefer agreement over continued uncertainty. **FoP is neither for nor against the defendants and has no financial conflict of interest with any of the litigants.** Our interest is the future of Princeville and an association that serves its entire membership.

Why an agreement is worth pursuing

Mull and White obtained significant trial-court protections. The August 2025 judgment upheld restrictions on golf-course land and imposed safeguards on ground-disturbing activity. Starwood's appeal challenges those protections and the award of legal fees. The parties' briefs set out opposing arguments about the land documents, the injunction, and the fees. [S01–S03]

In [*Shared Costs for Localized Benefits?*](#), Bernard Markowicz wrote: "My assessment is that the Mulls-Whites have roughly a fifty-fifty chance of preserving their victory on appeal." [S04] That is an assessment of litigation risk, rather than a statistically established probability. It illustrates why neither side should treat its preferred outcome as certain.

The implications extend beyond the immediately adjoining properties. If the appeal weakens the private restrictions, development pressure could reach other parts of Makai and affect many member properties. FoP considers widespread loss of Princeville's golf-course landscape unacceptable. An appellate victory would not, however, automatically authorize construction throughout Makai: zoning, permits, other land restrictions, and any surviving court orders would still matter. [S01–S03; S05] The practical question is whether a negotiated package can give both sides a more acceptable result than the risks, expense, and demands of continuing the case. **They do not have to agree about the law to explore that question.**

Why PHCA must remain neutral

PHCA's responsibility reaches across the membership. Owners beside the Woods Course have immediate concerns about privacy, views, noise, and the use of neighboring land. Other members also care about open space, recreation, dues, infrastructure, and the quality of association services. **A useful PHCA role must account for these different interests without adopting one litigant's objectives as the association's own.**

Neutrality is also necessary for trust. Starwood needs confidence that PHCA is inviting a meaningful discussion. Mull and White need confidence that the association has not already decided what they should concede. Equal access and consistent ground rules give both sides a reason to participate. PHCA has previously taken positions concerning this dispute and has its own community interests. **Its 2022 filing described its interest in open space, community benefits, and renewed discussions.** [S06] For that reason, the parties should choose an independent



professional mediator to conduct confidential negotiations. PHCA can organize the opportunity and contribute the community perspective without claiming to be disinterested in the outcome.

The distinction should extend to money and legal responsibility. Funding either side's litigation, guaranteeing payments, or accepting ongoing settlement obligations would give PHCA a financial stake of its own. Under the approach proposed here, the parties resolve their legal costs and sign their settlement. Any association expenditure on convening discussions should be limited, explained to members, and properly authorized.

PHCA also cannot commit rights that belong to individual owners or other organizations. Community consultation helps identify priorities; it does not authorize the association to bargain away members' rights. The necessary rights holders must make their own decisions. Remaining neutral requires active discipline. PHCA should disclose relevant interests, address conflicts through appropriate procedures, and ensure that neither side controls its representation of community priorities. **It can advocate firmly for Princeville's interests while providing a fair process for both litigants.**

A foundation for renewed discussions

The effort led by Sam George and the Board in 2021 showed that discussion between PHCA and Starwood was possible. Public correspondence and PHCA's subsequent filing describe negotiations concerning future land use, lasting protection, and community benefits. [S06–S07] **That experience provides a directional starting point.** The parties can explore whether greater certainty for the landowner can be combined with durable protections and benefits for residents. Current circumstances and the parties' present priorities should determine the terms.

What the parties could gain

For **Mull and White**, settlement could secure enforceable protections without the risk that an appeal removes or narrows their trial victory. It could address neighborhood concerns and end further expenditure of time and money. An agreement could also resolve payment of fees and costs awarded by Judge Watanabe, which Starwood contests on appeal. The amount, timing, and scope of any payment would be negotiated; reimbursement of every legal bill should not be assumed. [S02–S03]

For **Starwood**, settlement could establish a defined end to the claims, clarify lawful uses and operating obligations, and resolve fee exposure. It could reduce uncertainty about future management of the property and improve its relationship with neighbors. Any accommodation would require the necessary legal rights and approvals.

For **Princeville**, an agreement could provide greater certainty about its landscape and possible access or recreation benefits, while reducing the division surrounding the dispute. These gains would be more useful if they were specific, enforceable, and supported by clear implementation responsibilities.

What a bargain could contain

Several reciprocal options could be explored, subject to the parties' agreement:

- **Land protection and finality.** Starwood could accept durable restrictions on agreed areas, binding future owners. In return, the plaintiffs could resolve specified claims and appeals once those protections are secured.



- **Woods trails for PHCA members.** Access along agreed routes could be combined with reasonable hours, privacy buffers, safety rules, and defined maintenance funding. Protecting land from development does not itself establish a right to enter it; access would need its own enforceable arrangements.
- **Neighborhood safeguards and operating certainty.** Measurable limits on noise, lighting, drainage impacts, and construction activity could accompany a predictable framework for lawful uses and routine maintenance.
- **Fees and closure.** An agreed payment toward plaintiffs' legal fees and costs could be exchanged for resolution of the fee dispute and carefully defined releases.
- **Environmental safeguards.** Independent assessment, necessary testing, and appropriate oversight could be organized through an agreed process consistent with court and regulatory requirements.
- **Limited accommodation where lawful.** The parties could examine a narrowly defined use in exchange for stronger protection elsewhere, if the necessary rights holders agree. They should also consider packages involving no new development.

No single concession should be presented as the price of peace. The purpose is to identify combinations that each side can accept. Agreements must specify who pays, who performs, and who enforces the commitments. PHCA should not acquire financial or operational obligations merely because it helped start the discussion.

How PHCA can help make it happen

The Board should first adopt a limited mandate to facilitate a voluntary settlement serving the wider community. It should invite both sides on equal terms and help them select an independent mediator. Counsel can assess private mediation and the Hawai'i Appellate Mediation Program, including applicable deadlines. Discussions should not be assumed to pause the appeal. [S08]

PHCA should then prepare **short analyses and position papers to support consensus**. These could identify land-use and access questions, distinguish private rights from government approvals, compare possible community benefits, and assess costs and implementation responsibilities. FoP is prepared to help in this regard. Each paper should separate established facts, assumptions, and unresolved questions, and present alternatives fairly. Both sides should have an opportunity to correct factual errors. The purpose is to give members and negotiators a shared factual basis for evaluating options.

Community input should include adjoining owners, members elsewhere in Princeville, and condominium and timeshare associations. PHCA should identify areas of agreement and remaining differences without claiming that consultation produces unanimity or authorizes anyone to relinquish others' rights. An initial 60–90-day exploration could establish priorities and test possible packages, subject to party agreement and court deadlines. Before a settlement is announced, counsel should confirm the necessary consents, enforceability, funding, and responsibility for maintenance or monitoring. The parties should agree what can be communicated publicly while protecting confidential negotiations.

FoP strongly urges every PHCA member to contact Board members directly and press for PHCA to encourage mediation now. Ask the Board to place this proposal on an upcoming meeting agenda, invite Mull and White and Starwood to explore mediation with an independent professional, and report to members on the steps taken. Members should make clear that they expect PHCA to serve the entire community as a neutral facilitator, without financing either side's litigation or becoming a party to the settlement. Written requests and participation at Board meetings can make that expectation clear and help turn discussion into action.



Return PHCA to the needs of all members

A resolution would also give PHCA the opportunity to return its full attention to managing the association and meeting the needs of all members. In FoP's view, that renewed focus is sorely needed. Roads, drainage, reserves, communications, design review, and long-term planning require sustained attention regardless of the litigation.

Our other position-paper work addresses that agenda. A *Member-Friendly Community Design Committee* calls for clearer guidance, timely reviews, and understandable decisions. Our Princeville 2040 paper connects infrastructure, resilience, mobility, community facilities, and financial planning to a long-term vision. [S09–S10] Settlement should help PHCA devote more of its effort to delivering such practical improvements. The association should continue that work while discussions proceed.

PHCA can provide leadership by creating the conditions for agreement, helping the community evaluate choices, and keeping its own role clear. The litigants would decide whether the bargain works for them. Princeville would gain from an association that helps resolve the dispute and remains accountable to every member.

Sources

- **S01.** Circuit Court of the Fifth Circuit, Mull and White v. SOF-XI Kauai PV Golf, L.P., judgment, August 6, 2025, Dkt. 1161, Civil No. 5CCV-21-0000063. [Public PDF](#)
- **S02.** SOF-XI Kauai PV Golf, L.P., defendant-appellant's opening brief, May 29, 2026, including fee orders in Appendices H–I. Appeals CAAP-25-0000609 and CAAP-25-0000862.
- **S03.** Mull and White, plaintiffs-appellees' answering brief, August 7, 2026, Dkt. 136. Appeals CAAP-25-0000609 and CAAP-25-0000862.
- **S04.** Bernard Markowicz, Shared Costs for Localized Benefits?, section "An uncertain outcome, with wider implications," accessed October 4, 2026. [Public post](#)
- **S05.** Kaua'i County Code, Article 9 Open Districts. [County code](#)
- **S06.** PHCA motion for leave and proposed amicus brief, September 2, 2022, SCPW-22-0000526, Dkt. 31.
- **S07.** PHCA counsel's letter concerning continued discussions with Starwood, June 28, 2021. [Public PDF](#)
- **S08.** Hawai'i Judiciary, Appellate Mediation Program Rules, Rules 3 and 5–8. [Official rules](#)
- **S09.** Friends of Princeville, A Member-Friendly Community Design Committee, October 2026. [Public PDF](#)
- **S10.** Friends of Princeville, Princeville 2040 — A Strategic Vision for the Next 15 Years, October 2026. [Public PDF](#)
