

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF HAWAII

**PacMar Technologies LLC, fka Martin Defense Group, LLC v.
Martin Kao, Tiffany Jennifer Lam, Lawrence Kahele Lum Kee,
Clifford Chen, Duke Hartman, Society of Young Women Scientists
and Engineers LLC**

PacMar Technologies · No. CIV. NO. 22-00283 LEK-WRP · Decided December 1, 2025

SUMMARY

The United States District Court for the District of Hawaii grants Duke Hartman’s petition for a determination that his settlement with PacMar Technologies LLC was entered into in good faith under Hawaii Revised Statutes § 663-15.5. The court also grants PacMar’s joinder to the same extent, finding that the settlement’s consideration of \$425,000 and the totality of the circumstances supported approval. The order explains the effect of the good-faith determination and identifies claims remaining against the nonsettling defendants.

CASE DETAILS

COURT	United States District Court for the District of Hawaii
WRITING FOR THE COURT	Leslie E. Kobayashi
JURISDICTION	United States District Court for the District of Hawaii
DECIDED	December 1, 2025
DOCKET	CIV. NO. 22-00283 LEK-WRP
DISPOSITION	approved
PROCEDURAL POSTURE	Defendant Duke Hartman petitioned for a determination that his settlement with Plaintiff PacMar Technologies LLC was entered into in good faith under Hawaii Revised Statutes § 663-15.5. PacMar joined the petition, and the other parties either took no position or did not respond.
STANDARD OF REVIEW	The court reviewed the petition and joinder for disposition without a hearing under Local Rule 7.1(c) and applied the totality-of-the-circumstances analysis under Hawaii Revised Statutes § 663-15.5.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the settlement between PacMar Technologies LLC and Duke Hartman was entered into in good faith under Hawaii Revised Statutes § 663-15.5.
2. Whether PacMar's joinder should be treated as a joinder of simple agreement and granted to the same extent as Hartman's petition.

HOLDINGS

1. The settlement was entered into in good faith because the totality of the circumstances, including the complexity and expense of the remaining claims, the \$425,000 consideration, the absence of opposition, the lack of evidence of collusion or wrongful purpose, and Hartman's ability to satisfy the settlement obligations, supported approval.
2. PacMar's joinder was construed as a joinder of simple agreement and granted to the same extent as the petition.

KEY QUOTATIONS

“A settlement agreement is made in good faith when the totality of circumstances show that the settlement was not collusive or aimed at injuring the interests of the non-settling parties.” (Standard)

“the Court FINDS that the Settlement Agreement made between Defendant/Cross-Claimant/Counterclaimant Duke Hartman and Plaintiff/Counterclaim Defendant PacMar Technologies LLC, formerly known as Martin Defense Group, LLC, was entered into in good faith under Hawai’i Revised Statutes Section 663-15.5 and GRANTS the Petition.” (Conclusion)

FACTUAL BACKGROUND

PacMar and Duke Hartman entered into a written settlement agreement after a confidential settlement conference conducted before the magistrate judge. The agreement provided for a payment of \$425,000 and a broad release of claims arising from the action and Hartman's employment with PacMar. The parties later clarified that Hartman's claims against PacMar would be discharged with prejudice and that Hartman's crossclaim against Martin Kao would be dismissed without prejudice. No party opposed the petition, and PacMar affirmatively joined it.

PROCEDURAL HISTORY

PacMar asserted RICO and state-law claims against multiple defendants. Hartman previously obtained partial summary judgment, leaving a RICO conspiracy claim and several state-law claims pending. Hartman and PacMar reached a settlement after a confidential settlement conference, and Hartman filed a petition for good-

faith-settlement approval. After the parties clarified ambiguities concerning the release and dismissal of related claims, the court granted the petition and PacMar's joinder.

DISPOSITION

approved

CASES CITED

- Tansey v. Marriott Hotel Servs., Inc., CIVIL NO. 19-00231 JAO-WRP, 2020 WL 1495993 (D. Haw. Mar. 10, 2020)
- Doyle v. Hawaiian Cement, Civ. No. 08-00017 JMS/KSC, 2009 WL 1687022 (D. Haw. June 15, 2009)
- Troyer v. Adams, 102 Haw. 399, 77 P.3d 83 (2003)
- Aira v. Martin & MacArthur Enters., Ltd., Civil No. 23-00182 JMS-KJM, 2024 WL 3835201 (D. Haw. July 31, 2024)
- PacMar Technologies LLC, fka Martin Defense Group, LLC v. Martin Kao, 2025 WL 673476 (D. Haw. Mar. 3, 2025)
- Aira v. Martin & MacArthur Enters., Ltd., 2024 WL 3833859 (D. Haw. Aug. 15, 2024)