

## **Litigation Against the State of Hawaii to Preserve the Vending Facility Program for the Blind**

With the financial and leadership support of the Hawaii Association of the Blind, the Hawaii Blind Vendors Association and ten individual blind vendors sued the Department of Human Services, State of Hawaii (DHS) and the Department of Transportation, State of Hawaii (DOT) to enforce s'102-14, Hawaii Revised Statutes.

This case, filed on January 23, 1984 in the Circuit Court of the First Circuit, State of Hawaii is legally known as Hawaii Blind Vendors Association, et al. V. DHS, et al. (Haw. 1st Cir. Civ. No. 81236). This action challenged the awarding of the vending facility contracts at the Honolulu International Airport (HIA) to Makaala, Inc., a non-profit corporation which was designed to primarily benefit the Physically handicapped. The original organizers of Makaala, Inc. were three State government officials from the DOT and the DHS, and Makaala, Inc. had no other business other than the HIA contracts.

The trial court judge in the 1984 lawsuit ruled against the blind vendors. The case was appealed to the Hawaii Supreme Court. In May of 1990, the Hawaii Supreme Court unanimously reversed the trial court and remanded the case to the Circuit Court and the DHS for further proceedings. See Hawaii Blind Vendors Association, et al. V. DHS, et al., 71 Haw. 367, 791 P.2d 1261 (1990).

The parties agreed to utilize the services of the Center of Alternative Dispute Resolution to settle the problem. In January of 1991 the first of many meetings was held in the State Supreme Court Building. The blind was represented by Warren Toyama (Chairman), Filo Tu, Donald Thomson, Clyde Ota, and our attorneys Evan Shirley and Stanley Levin. The State defendants were represented by the Attorney General's Office, DHS, and DOT.

As a result of our negotiations, Winona E. Rubin, DHS Director, notified Makaala, Inc. on June 20, 1991 that the State of Hawaii was not going to renew its contracts at HIA because the vision for the future provided that the HIA contracts would be awarded to individual blind vendors under permits issued pursuant to s'102-14, Hawaii Revised Statutes.

In July, 1993 a settlement agreement was signed covering the Newsstand concession at HIA. Subsequently three blind vendors were selected by DHS, according to the terms of the Agreement. The three vendors adhered to the Settlement Agreement by forming a corporation named Blind Vendors Ohana, Inc.

Blind Vendors Ohana, Inc. has existed now for nearly three years. From its very inception, Ohana has far exceeded the business productivity of the former Newsstand operation at HIA.

The steadfast members of the Hawaii Association of the Blind and the Hawaii Blind Vendors Association are to be congratulated and commended for their outstanding effort put forth in this case.

The return of the HIA Newsstand concession to the blind of Hawaii is the greatest victory in the annals of the organized blind movement in Hawaii.

This great victory was achieved as a result of the faith and financial contributions by the members of HAB and Hawaii Blind Vendors Association. Special recognition goes out to the blind negotiating team of Warren Toyama, Donald Thomson, Filo Tu, and Clyde Ota, our attorneys who provided their indispensable expertise, Robert Humphreys, a Washington D.C. attorney who advised our attorneys, and to the late Durward K. McDaniel, whose amazing knowledge and support greatly aided the victory.

The Hawaii Association of the Blind has always believed there are individuals in society who have performed outstanding service to the blind of Hawaii.

In recognition and appreciation of their efforts, an award was established in 1969 in the name of Eva H. Smyth, a blind teacher who served the blind of Hawaii for over fifty years. This award is presented at the Annual Convention of the Hawaii Association of the Blind only in those years that a person is deemed deserving.