

August 15, 2016

Dear Kasumi,

**This is a very important letter. If necessary, have it translated into Japanese.**

I will no longer write any letters to you in Japanese. But for your sake, I will keep the English in this letter as simple and easy to understand as possible. I wrote the last 3 emails to you in Japanese as a courtesy to you. But you have shown absolutely no courtesy towards me. You have treated me with complete disrespect by not answering a single email I have sent to you over the past year and a half. You also chose to refuse the Certified Letters that I have sent you. You still, after 18 months, have not told me if my personal items that were left in the Condominium are safe, or whether you disposed of them without my authorization. Why have you chosen to do this? I think it is in your best interests to have a conversation with me and discuss our Divorce in detail. Why would you not want to do this?

As you are well aware, the only portion of our Marital Property that I am making a claim to is a "portion" of the increase in Net Market Value of the [REDACTED] Condominium. I was willing to give up any and all rights I had to everything else. Why are you still, after 18 months, unwilling to talk to me about this?

I am sure it is because you chose to improperly transfer the title and ownership of our Marital Partnership Property ([REDACTED] Condominium) to your younger brother, for \$1, on March 5, 2015. Do you think that the Hawaii Courts will choose to ignore this if you prolong the filing for Divorce? The laws of the State of Hawaii (Case Law) are very clear on this. Since the Improper Transfer occurred well after we began discussing our Divorce, the Transfer of Title will not be a factor. The Courts will make a decision as if the transfer never occurred. Any Judge will know right away that you did this in order to try and avoid a Property Distribution that you absolutely knew would occur. I have all the evidence required to prove that this was indeed the case. I explained this to you in detail in the emails I have previously sent.

I have already explained to you in my Apr 24 2016 email (which you received, opened, read and even forwarded) as to what would happen if this Divorce was left to the Attorneys and the Courts. My Attorney will assert my rights to receive all that is "Fair and Equitable" under the Laws and Guidelines of the State of Hawaii. Like I have stated numerous times before, I do not think that this will be in your best interests. Are you sure that this is what you want?

Perhaps the only way forward in this Divorce is to let the Courts decide. I am OK with that. If you decide at some point that you would like to have a conversation with me, please let me know. But do not wait too long. Once the process begins, I will no longer be in a place to compromise.

In this letter, I will first go over the Email Tracking that was conducted on my past 6 emails to you. (The email tracking was conducted with your consent and approval) Second, I will state my comments and suggestions regarding the deletion of the 2 blog posts to the "Florida and Japan

Law” website. And finally, I will write my parting thoughts and comments, as well as offer you a concrete proposal regarding the Property Distribution. (████████ Condominium)

**Email Tracking:** You have, at this point, completely ignored all attempts by me to contact you over the past 18 months. This includes numerous emails (well over 50) as well as several Certified Mailings. I had no way of knowing if you ever received or read any of my emails. Although I made the request in each of the emails I sent you, not once have you sent me a confirmation of receipt.

I know now that you did this intentionally. I now have the data that shows the last 6 emails I sent to you were received by you and read numerous times (over 75 times). It would be safe to assume that all of the emails I sent to you over the past 18 months were received and read by you. (If necessary, this can now be proven in Court)

Emails that were tracked with your consent and approval:

Feb 3, Feb 17, Mar 2, Apr 25, May 7, May 10

I explained to you in detail as to what information would be received through the tracking of the emails. (This was included in the Emails I sent to you on May 7 and May 10, 2016)

I have not included any of the details in this letter regarding the information that was contained in the report. (IP Addresses/Exact number of times email was opened/Browser Type/Browser Language/Time and Date/etc.) The Email Tracking Report is over 25 pages long. What follows is just a very brief summary. If necessary, all the details will be provided to the Attorneys and to the Hawaii Courts.

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Feb 3 2016 Email: Opened and Read (読んだ回数): Over 10 times.

Forwarded 転送: No

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Feb 17 2016 Email: Opened and Read(読んだ回数): Over 5 times.

Forwarded 転送: No

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Mar 2 2016 Email: Opened and Read(読んだ回数): Over 10 times.

Forwarded 転送: No

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Apr 25 2016 Email: Opened and Read(読んだ回数): Over 10 times.

Forwarded 転送: Yes. Tokyo, Japan. Opened and Read over 4 times by recipient.

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May 7 2016 Email: Opened and Read(読んだ回数): Over 20 times.

Forwarded 転送: Insufficient data.

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May 10 2016 Email: Opened and Read(読んだ回数): Over 20 times.

Forwarded 転送: Yes. Tokyo, Japan. Opened and Read over 4 times by recipient.

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Total number of times the 6 emails were opened and read: Over 75 times.

Number of emails forwarded to Japan: At least 2 emails, opened and read over 8 times.

I asked you to let me know via email if you did not want me to track the emails. If you would have sent me an email with a simple "No", I would not have tracked the emails. Although your consent was not necessary from a legal standpoint, I chose to extend that courtesy to you. I told you, very clearly, that I would interpret a non-response from you as Approval and Consent.

You had 4 full days to respond, but you did not. The emails asking for your Consent and Approval were written to you in Japanese, and were very easy to understand. You read them numerous times, and even chose to forward at least one of them (May 10). But still, you chose not to respond.

I wrote the following in my email to you dated May 10, 2016:

(2016年) 5月7日、4月24日、3月1日、2月17日、2月2日、に送ったメールと、今書いているメールには、トラッキング用のピクセル画像が挿入されています。

(Translation: A Tracking Pixel has been inserted in this current email (May 10), as well as the emails sent on May 7, Apr 24, Mar 1, Feb 17 and Feb 2, 2016.)

You knew (and consented to) that any email you received since Feb 3, 2016, would be tracked. You also knew that any email you forwarded would be tracked.

It was very unfortunate that I had to do this, but your actions over the past 18 months left me no other choice. The 2 emails, May 7 and May 10, asking for your consent and approval for Email Tracking were opened a total of at least 40 times. May 10 / 20+ times, May 7 / 20+ times.

Any excuses, reasons or explanations you may have had, such as not having received my emails, having blocked my emails, or having deleted my emails before reading them, are no longer valid options for you.

Your actions have consequences. You need to know the tremendous, and unnecessary psychological and emotional stress you have caused me over the past 18 months. I have nothing more to say on this subject at this time. Only that I never thought you were someone who could do such a thing. Especially to someone you were married to for over a decade.

Here is an excerpt from an email I sent to you on July 24, 2011, as well as a part of your response to that email. (You express your sincere gratitude to the financial contributions I was making.)

**The email is referring to the payments I made between the years of 2006 and 2010.**

From: [REDACTED] Tom Doyle  
To: [REDACTED] Kasumi Fujikawa Doyle  
Subject: RE:  
Date: Sun, 24 Jul 2011 08:43:17 -1000

(Note: This is the translation/paraphrasing of the original email written in Romanized Japanese.)

Payments I have made over the past 48 months.

\$1150 per month. (But closer to \$1200/Mo.)

Details:

Maintenance Fees for the [REDACTED] Condominium: \$400/Mo.

Insurance Fees for the car and Insurance Fees/Taxes for the [REDACTED] Condominium: about \$100/Mo.

Cable and Telephone Fees: \$150/Mo.

Additional: \$500/Mo.

(Note: "Additional" refers to Kasumi's Groceries/Meals/etc., as well as a [REDACTED] Fund which covered the costs for Kasumi's Mother and Father to stay in Hawaii, or for other costs associated with the [REDACTED] Condominium.)

Total paid over 48 months: \$55,200

**Your Response:**

**From:** Doyle Kasumi [REDACTED]

**Sent:** Saturday, July 23, 2011 4:19 PM

**To:** Tom Doyle

**Subject:** RE:

トムが、これまで、色々をしてくれた事に、本当に感謝しています。(sic)

(Translation: I am deeply grateful for everything that you (Tom) have done up to now.)

Reading your response, you are clearly acknowledging the very significant contributions I was making to the marriage. (Including the payments I was making directly to the [REDACTED] Condominium including Monthly Maintenance Fees, Property Insurance/Tax, [REDACTED] Fund, etc.)

I was happy to contribute financially. We were married, and we were partners.

Please remember the sincere gratitude you expressed to me just a few years ago. This situation with the Divorce has gone on far too long. Let's put an end to it as soon as possible, and begin our new and "separate" lives. I do wish you all the best in the future.

**Deleted Blog Posts:** I think that your decision to request deletions of your Blog Posts on the "Florida and Japan Law" website was a good one. Not that it was necessary, but it is also additional proof that you, in fact, wrote the Blog Posts. But deleting only the 2 posts on Feb 22, 2015, is not nearly enough. The posting you made on Sep 29, 2015 needs to be deleted as well. Perhaps the Site Owner did not agree to deleting that one. But please do not give up. Leaving that post would be a bit awkward as it refers back to the posts you made on Feb 22, 2015.

I am sure your posting on the "Bengoshi.com" website will be harder to delete. I'm pretty sure you tried, but "Bengoshi.com" is a very large website with heavy Internet traffic. I am certain the site has policies in place to prevent deletions. But please do not give up.

Also, as you know, most everything posted on the internet is kept indefinitely in Internet Cache Files. The Feb 22, 2015 posts still exist in at least 3 places (Cache Files for 3 different Search Engines). There may be many more. Requesting deletion of Internet Cache Files may be very troublesome, and can take a very long time, but I think you must do this in order to get the posts deleted completely.

And of course, I have all of the data from all the posts copied and stored in a manner which safeguards its evidentiary value. (Original posts/HTML Source Code/Client ID/Time Stamps/Cache files/Deletions/etc.) If you ever need to see them again, please let me know. I will be happy to send you a copy. I will make the data available to the Hawaii Courts and Attorneys if necessary.

But whatever you do, please do not deny the fact that you wrote the Blog Posts. It will be very easy to prove that you did. (Client ID/Time Stamp/Contacting Site Owner for Affidavit/Etc.) If you

deny it in Court (under oath), and it is later found out and proven that you lied, this can put you in a very precarious situation. It will no longer be just about the Divorce. Please do not put yourself in any further legal troubles.

**Final Comments:** I have all the documentation and proof I need if we have to face each other in Court. But as I have stated many times before, I would rather handle this through discussion in an amicable manner. I have stated, on the record, everything I need to say in the emails over the past 18 months. If you continue to insist that this matter go to Court, so be it. But if you do change your mind, I will still be open to the possibility of discussing this with you. But as I stated before, do not wait too long.

And do not attempt anything improper if, and when, you “finally” decide to file the Divorce Papers: Such as....

\*Telling the Authorities/Courts that you do not know where I am living.

\*Telling the Authorities/Courts that you do not have my address.

\*Telling the Authorities/Courts that you do not have my contact information.

\*Sending the Divorce Papers to an address you know to be wrong or outdated.

\*Attempting to file for Divorce in Japan to try and avoid a Property Distribution in Hawaii.

\*Etc., etc.

I do not think you would try such things, but considering what you have already done in the past, I cannot rule it out. If you do, it will put you in legal troubles far beyond the Divorce. Please, for your own sake, do not put yourself in any further legal predicaments.

**I would like to end with a concrete proposal Re: The Property Distribution.**

If you agree to this, this matter will be settled, and we can both get on with our lives.

It will save us both a tremendous amount of money in Attorney Fees, as well as other costs associated with the Divorce. (Trial/Mediation/Travel Fees for Witnesses/Investigative Costs/Etc.)

It will save us both a lot of Time and Stress.

I am willing to settle for the amount of \$120,000. This offer will be valid for 21 days only.

The usual Division for any increase in Net Market Value of “Category 2” property is 50% to each spouse. The Net Market Value of the ██████████ Condominium was \$160,000 when we got married in the year 2000. It is currently valued at just over \$500,000. (A little higher than the Tax Assessed Value of \$483,100) The initial \$160,000 was yours before the marriage (Category 1), so 100% of that will go back to you.

The increase in Net Market Value: \$500,000 - \$160,000 = Approximately \$340,000

50% of \$340,000 = \$170,000 (The amount which each spouse should receive)

Based on the Laws and Guidelines of the State of Hawaii, I should receive \$170,000, but I am willing settle for \$120,000. (35% rather than the usual 50%) This would mean that you receive 100% of the "Category 1", and 65% of the "Category 2" property for the [REDACTED] Condominium. From my calculations, I directly contributed over \$100,000 into the [REDACTED] Condominium over 12 Years. (2000-2011) I am sure that I could, and deserve to receive more, but I am willing to compromise at this amount. I think this is a very good deal for you. Please give it serious thought.

For your reference: (Hawaii Property Division Guidelines)

<http://www.hawaii-family-law-attorney.com/property-division.php>

Category 1: Equity of premarital property determined as of date of marriage, which is generally awarded 100% to owner spouse

Category 2: Appreciation/increase in equity of premarital property from date of marriage to time of Divorce, which is awarded 50% to owner spouse and 50% to non-owner spouse

Category 3: Equity of property acquired after date of marriage by gift or inheritance determined as of date of acquisition which is awarded 100% to owner spouse

Category 4: Appreciation/increase in equity of gifted/inherited property from date of acquisition to time of Divorce, which is awarded 50% to owner spouse and 50% to non-owner spouse

Category 5: Equity of all other property determined as of time of Divorce, which is generally awarded 50% to each spouse regardless of whether property is titled in one spouse's name or both spouses' names

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And of course, I will not make any claims to the car or to anything else that would otherwise be included in the Property Division. (This is fully explained in my Apr 24, 2015 Email to you) Again, it will be valid for 21 days. If you agree to this, we can put everything in writing.

If you would rather have this matter settled in Court, I have already explained what would happen. My Attorney will assert my rights to receive all that is "Fair and Equitable" under the Laws and Guidelines of the State of Hawaii. Also, please remember that there may be a "Deviation" from the 50% rule when one of the spouses improperly, and after Contemplation of Divorce, gives away or assigns property to "a family member or friend" to avoid a Property Distribution. All of this was explained to you in detail in past emails. This means that there is the possibility that I will receive significantly more than 50% of the increase in Net Market Value of the [REDACTED] Condominium.

Please give full and careful consideration to my offer. I believe this deal is extremely advantageous for you. I have made a huge compromise for the sake of putting an end to this. Please discuss fully with your Attorney(s) and other Advisors. Thank you.

Sincerely,

Tom Doyle

Contact Information.

Phone: (USA) [REDACTED]

Phone: (Japan) [REDACTED]

Email #1: [REDACTED]

Email #1: [REDACTED]

Email #3: [REDACTED]

Email #4: [REDACTED]

Skype ID: [REDACTED]

Mailing Address:

[REDACTED]

[REDACTED]