

NO. 28603

IN THE SUPREME COURT OF THE STATE OF HAWAI'I

NORMA T. YARA  
CLERK, APPELLATE COURTS  
STATE OF HAWAII

2007 JUL -5 PM 3:25

FILED

FRONTIER ONE, LCC, a Hawaii limited liability company, Petitioner,

vs.

THE HONORABLE SABRINA S. MCKENNA, JUDGE OF THE FIRST  
CIRCUIT COURT, STATE OF HAWAI'I; VESTIN MORTGAGE, INC.;  
VESTIN REALTY MORTGAGE I, INC.; VESTIN REALTY  
MORTGAGE II, INC.; OWENS MORTGAGE INVESTMENT FUND;  
BRIDGE CAPITAL, INC.; SUNSET FINANCIAL RESOURCES, INC.;  
STATE OF HAWAI'I, Respondents.

ORIGINAL PROCEEDING  
(CIV. NO. 04-1-2126)

ORDER


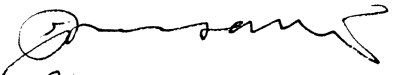
(By: Moon, C.J., Levinson, Nakayama, Acoba, and Duffy, JJ.)

Upon consideration of the petition for a writ of mandamus filed by petitioner Frontier One, LLC and the papers in support, it appears that the agreement resolving the foreclosure sale implements the October 31, 2006 order modifying the May 13, 2005 foreclosure decree. The provisions of the resolution agreement are reviewable on appeal of a judgment entered on an order confirming the foreclosure sale, the judgment may be stayed pending appeal, and petitioner has an adequate remedy by way of appeal. See HRS § 667-51(a)(2) (Supp. 2006); HRAP 8. Therefore, petitioner is not entitled to mandamus relief. See Kema v. Gaddis, 91 Hawai'i 200, 204, 982 P.2d 334, 338 (1999) (A writ of mandamus is an extraordinary remedy that will not issue unless the petitioner demonstrates a clear and indisputable right to relief and a lack of alternative means to redress adequately the alleged wrong or obtain the requested action. Such writs are not

intended to supersede the legal discretionary authority of the lower courts, nor are they intended to serve as legal remedies in lieu of normal appellate procedures.). Accordingly,

IT IS HEREBY ORDERED that the petition for a writ of mandamus is denied.

DATED: Honolulu, Hawai'i, July 5, 2007.

  
Steven B. Levinson  
Anna C. Nishiyama  
  
Kamea E. Duffly