

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF HAWAII

ABP Pearl Highlands LLC v. Tigo Energy, Inc.

Civil No. 25-00154 JAO-WRP (D. Haw. Jan. 15, 2026) (Findings and Recommendation) · No. Civil No. 25-00154 JAO-WRP · Decided January 15, 2026

SUMMARY

The United States Magistrate Judge recommends granting ABP Pearl Highlands LLC’s unopposed motion for attorneys’ fees and non-taxable costs following entry of default judgment against Tigo Energy, Inc. The recommendation concludes that the action was in the nature of assumpsit under Hawaii Revised Statutes § 607-14, that apportionment was impracticable, and that the requested fees and costs were reasonable. The recommended award is \$29,371.55, consisting of attorneys’ fees, general excise tax, and costs.

CASE DETAILS

COURT	United States District Court for the District of Hawaii
WRITING FOR THE COURT	Wes Reber Porter, United States Magistrate Judge
JURISDICTION	United States District Court for the District of Hawaii
DECIDED	January 15, 2026
DOCKET	Civil No. 25-00154 JAO-WRP
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for an award of attorneys’ fees and non-taxable costs after obtaining default judgment on negligence, strict product liability, and warranty claims. The magistrate judge issued findings and a recommendation that the motion be granted.
STANDARD OF REVIEW	The court evaluated entitlement to fees under Haw. Rev. Stat. § 607-14, determined reasonableness under the lodestar method, and reviewed the requested time entries and costs for compliance with applicable law and Local Rule 54.2.
PRECEDENTIAL VALUE	Unknown; findings and recommendation subject to district-court review and adoption

TOPICS

- attorney fees
- costs
- default judgment
- breach of contract
- commercial litigation

PRACTICE AREAS

attorneys' fees

costs

civil procedure

contracts

products liability

commercial litigation

QUESTIONS PRESENTED

1. Whether the action was in the nature of assumpsit under Haw. Rev. Stat. § 607-14.
2. Whether Plaintiff was the prevailing party entitled to attorneys' fees.
3. Whether apportionment of fees between assumpsit and non-assumpsit claims was impracticable because the claims were inextricably linked.
4. Whether the requested attorneys' fees and costs were reasonable and recoverable.

HOLDINGS

1. The action was in the nature of assumpsit because its substance concerned alleged breaches of express and implied warranties, and Plaintiff's primary objective was monetary compensation for resulting damages.
2. Apportionment was impracticable because the non-assumpsit claims were inextricably linked to the breach-of-warranty claims.
3. Plaintiff was the prevailing party because default judgment was entered in its favor on all claims.
4. The requested attorneys' fees of \$28,546.06, including general excise tax, and costs of \$825.49 were reasonable and recoverable, for a recommended total award of \$29,371.55.

KEY QUOTATIONS

"The Court therefore finds that the assumpsit claims in this case were not merely "decorative" in nature, but were "germane" to the genuine dispute litigated between Plaintiff and Defendant."

"Based on the above, the Court FINDS and RECOMMENDS that Plaintiff's Motion for an Award of Attorneys' Fees and Non-Taxable Costs, ECF No. 20, be GRANTED."

FACTUAL BACKGROUND

Plaintiff owned Pearl Highlands and leased a solar photovoltaic energy system whose warranty rights had been assigned to Plaintiff. Two rapid shutdown devices designed and distributed by Defendant allegedly melted, overheated, combusted, or ignited, causing system failure, fire or thermal damage, and a shutdown of part of the system. Plaintiff asserted negligence, strict product liability, and warranty claims, obtained default judgment on all claims, and sought attorneys' fees and costs.

PROCEDURAL HISTORY

Plaintiff filed the complaint on April 11, 2025. After Defendant failed to respond, default was entered on May 7, 2025. The magistrate judge recommended default judgment on all claims on August 29, 2025, and the district court adopted that recommendation on September 19, 2025. Plaintiff then moved for attorneys' fees and costs; Defendant filed no opposition.

DISPOSITION

other

CASES CITED

- Sheehan v. Centex Homes, 853 F. Supp. 2d 1031, 1038 (D. Haw. 2011)
- Kona Enterprises, Inc. v. Estate of Bishop, 229 F.3d 877, 884-85 (9th Cir. 2000)
- Leslie v. Estate of Tavares, 93 Haw. 1, 5-6, 994 P.2d 1047, 1051-52 (2000)
- Schulz v. Honsador, Inc., 67 Haw. 433, 436, 690 P.2d 279, 282 (1984)
- Blair v. Ing, 96 Haw. 327, 332-33, 31 P.3d 184, 189-90 (2001)
- Kahala Royal Corp. v. Goodsill Anderson Quinn & Stifel, 113 Haw. 251, 280, 151 P.3d 732, 761 (2007)
- BlueEarth Biofuels, LLC v. Hawaiian Electric Co., No. CIV. 09-00181 LEK-KS, 2015 WL 881577, at *7 (D. Haw. Feb. 27, 2015)
- Healy-Tibbitts Construction Co. v. Hawaiian Independent Refinery, Inc., 673 F.2d 284, 286 (9th Cir. 1982)
- Trigueros v. Adams, 685 F.3d 983, 988 (9th Cir. 2012)
- Gribben v. United Parcel Service, 528 F.3d 1166, 1171 (9th Cir. 2008)
- Au v. Republic State Mortgage Co., No. CIV. 11-00251 JMS, 2014 WL 770291, at *3 (D. Haw. Feb. 14, 2014)
- Bruser v. Bank of Hawaii, No. CV 14-00387 LEK-RLP, 2017 WL 1534189, at *5 (D. Haw. Apr. 27, 2017)
- In re Hoopai, 581 F.3d 1090, 1102 (9th Cir. 2009)
- Food Pantry, Ltd. v. Waikiki Business Plaza, Inc., 58 Haw. 606, 620, 575 P.2d 869, 879 (1978)
- Fought & Co. v. Steel Engineering & Erection, Inc., 87 Haw. 37, 53, 951 P.2d 487, 502-03 (1998)
- MFD Partners v. Murphy, 9 Haw. App. 509, 514, 850 P.2d 713, 716 (1992)
- Hensley v. Eckerhart, 461 U.S. 424, 433-34 (1983)
- Fischer v. SJB-P.D., Inc., 214 F.3d 1115, 1119 (9th Cir. 2000)
- Roberts v. City of Honolulu, 938 F.3d 1020, 1024-25 (9th Cir. 2019)
- Camacho v. Bridgeport Financial, Inc., 523 F.3d 973, 979 (9th Cir. 2008)
- Barjon v. Dalton, 132 F.3d 496, 500 (9th Cir. 1997)
- Ingram v. Oroudjian, 647 F.3d 925, 928 (9th Cir. 2011)
- Tirona v. State Farm Mutual Automobile Insurance Co., 821 F. Supp. 632, 636 (D. Haw. 1993)
- Gates v. Deukmejian, 987 F.2d 1392, 1397 (9th Cir. 1993)
- Ko Olina Development, LLC v. Centex Homes, No. CV. 09-00272 DAE-LEK, 2011 WL 1235548, at *14 (D. Haw. Mar. 29, 2011)