INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI‘I

Knoxville 2012 Trust v. Alegado

Knoxville 2012 Trust · No. CAAP-23-0000669 · Decided February 10, 2026

SUMMARY

The Intermediate Court of Appeals of Hawai‘i affirmed a circuit court judgment granting Knoxville 2012 Trust summary judgment and an interlocutory decree of foreclosure. The court held that Knoxville established the existence of the original promissory note, while the opposing party's declarations and copies of the note were inadmissible or insufficient to create a genuine issue of material fact.

CASE DETAILS

COURT	Intermediate Court of Appeals of the State of Hawai‘i
WRITING FOR THE COURT	Keith K. Hiraoka, Presiding Judge; Clyde J. Wadsworth, Associate Judge; Kimberly T. Guidry, Associate Judge
JURISDICTION	Intermediate Court of Appeals of the State of Hawai‘i
DECIDED	February 10, 2026
DOCKET	CAAP-23-0000669
DISPOSITION	affirmed
PROCEDURAL POSTURE	Opaehuna, LLC appealed from the Final Judgment entered after the Circuit Court of the First Circuit granted Knoxville 2012 Trust's motion for summary judgment and entered an interlocutory decree of foreclosure.
STANDARD OF REVIEW	The grant of summary judgment is reviewed de novo. Summary judgment is appropriate when the record shows no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Opaehuna, LLC v. Knoxville 2012 Trust, Dean Tiburcio Alegado, Emerita Labausa Alegado, Bank of Hawaii, West Loch Estates Homeowners' Association, 21st Mortgage Corporation

TOPICS

foreclosure summary judgment evidence appellate procedure civil procedure

PRACTICE AREAS

civil procedure foreclosure real estate evidence appellate procedure

QUESTIONS PRESENTED

1. Whether Knoxville established the existence of the promissory Note evidencing the mortgagors' debt, as required to foreclose.
2. Whether Opaehuna presented competent, admissible evidence creating a genuine issue of material fact concerning the validity of the original Note or the allonges.
3. Whether the circuit court properly declined to consider the Eggert Affidavit as an untimely deposition upon written questions.
4. Whether the circuit court properly granted summary judgment and entered the Final Judgment of foreclosure.

HOLDINGS

1. A foreclosing mortgagee must prove the existence of the note evidencing the mortgagor's debt, and Knoxville satisfied that burden by producing the original Note at the summary-judgment hearing.
2. The Eggert Declaration and attached Affidavit of Lost Note were inadmissible to prove the truth of the matters asserted and therefore could not create a genuine issue of material fact concerning the validity of the original Note.
3. The circuit court did not err by declining to consider the Eggert Affidavit because, in substance, it was a deposition upon written questions taken after the discovery deadline without leave of court.
4. After Knoxville established the Note's existence, Opaehuna failed to offer competent, admissible evidence demonstrating specific facts that created a genuine issue of material fact; summary judgment was therefore proper.

KEY QUOTATIONS

> *"Summary judgment is appropriate if the record shows there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law."* (at 2)

> *"The burden then shifted to Opaehuna to "demonstrate specific facts, as opposed to general allegations, that present a genuine issue worthy of trial.""* (at 5)

FACTUAL BACKGROUND

Opaehuna, LLC purchased property in a nonjudicial foreclosure conducted by the West Loch Estates Homeowners' Association; the property had formerly been owned by the Alegados. Knoxville 2012 Trust sued to foreclose the Alegados' mortgage and produced the original promissory Note at the summary-judgment hearing. Opaehuna relied on prior declarations, a purported affidavit, and copies of the Note with different allonges to argue that the Note was invalid or that a genuine issue of material fact existed. The appellate court concluded that those materials were inadmissible or insufficient to create a triable issue.

PROCEDURAL HISTORY

Knoxville 2012 Trust sued to foreclose the Alegados' mortgage. The circuit court granted Knoxville's motion for summary judgment and entered an interlocutory decree of foreclosure, followed by a Final Judgment on November 2, 2023. Opaehuna, which had purchased the property in a nonjudicial foreclosure conducted by the homeowners' association, appealed, and the Intermediate Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Nozawa v. Operating Engineers Local Union No. 3, 142 Hawaiʻi 331, 338, 342, 418 P.3d 1187, 1194, 1198 (2018)
- Bank of Am. v. Reyes-Toledo, 139 Hawaiʻi 361, 367-68, 390 P.3d 1248, 1254-55 (2017)
- U.S. Bank Tr. v. Verhagen, 149 Hawaiʻi 315, 325-26, 489 P.3d 419, 429-30 (2021)
- Uyeda v. Schermer, 144 Hawaiʻi 163, 172, 439 P.3d 115, 124 (2019)
- Deutsche Bank Nat'l Tr. Co. v. Yata, 152 Hawaiʻi 322, 335, 526 P.3d 299, 312 (2023)