

INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI‘I

Thomas Perez Narvaez v. Simon B. Rojas and Kathy Rojas

Narvaez v. Rojas · No. CAAP-XX-XXXXXXX · Decided February 27, 2026

SUMMARY

The Hawai‘i Intermediate Court of Appeals reversed a District Court judgment awarding \$26,570.19 in attorney's fees to defendants in a summary possession action. The court held that the action was not in the nature of assumpsit under Hawai‘i Revised Statutes § 607-14 and that the sublease did not provide for attorney's fees, although it concluded that the District Court's judgment was otherwise valid despite the timing of an earlier fee order.

CASE DETAILS

COURT	Intermediate Court of Appeals of the State of Hawai‘i
WRITING FOR THE COURT	Keith K. Hiraoka, Presiding Judge; J. Clyde J. Wadsworth; J. Kimberly T. Guidry
JURISDICTION	Intermediate Court of Appeals of the State of Hawai‘i
DECIDED	February 27, 2026
DOCKET	CAAP-XX-XXXXXXX
DISPOSITION	reversed
PROCEDURAL POSTURE	Plaintiff appealed from a district court judgment awarding defendants \$26,570.19 in attorney's fees and from the underlying fee order.
STANDARD OF REVIEW	Questions concerning the district court's jurisdiction and statutory authority are reviewed as matters of law; an attorney's-fee award is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	Nonprecedential; summary disposition order expressly marked not for publication in West's Hawaii Reports or the Pacific Reporter.
PARTIES	Thomas Perez Narvaez v. Simon B. Rojas, Kathy Rojas

TOPICS

- attorney fees
- eviction
- landlord tenant
- appellate jurisdiction
- appellate procedure

PRACTICE AREAS

- civil procedure
- appellate procedure
- landlord-tenant law
- attorney's fees
- real estate

QUESTIONS PRESENTED

1. Whether the district court's fee judgment was valid even though the fee order was entered before the Intermediate Court of Appeals' prior judgment became effective and jurisdiction reverted to the district court.
2. Whether a summary possession action seeking possession and a writ of possession, without contract damages, is an action in the nature of assumpsit for purposes of HRS § 607-14.
3. Whether HRS § 607-14 authorized attorney's fees where the sublease did not contain an attorney's-fee provision.

HOLDINGS

1. Although the district court lacked jurisdiction to enter the fee order before the appellate judgment became effective, the later fee judgment was valid because it was entered after jurisdiction reverted to the district court and after the court considered the fee order and amount.
2. A summary possession action seeking possession and a writ of possession, without seeking recovery of contract damages or other monetary damages, is not an action in the nature of assumpsit under HRS § 607-14.
3. HRS § 607-14 provided no basis for the fee award because the action was not in the nature of assumpsit, and the sublease did not itself provide for attorney's fees.

KEY QUOTATIONS

"Until this court's judgment becomes effective, "the lower court does not have the power to exercise authority over a case in order to schedule further proceedings."" (at 2)

"Because Narvaez did not seek "the recovery of damages for nonperformance of a contract, either express or implied, written or verbal, as well as quasi contractual obligations[,]" this was not an action in the nature of assumpsit under HRS § 607-14." (at 5)

FACTUAL BACKGROUND

Narvaez brought a summary possession action concerning property he had subleased to Simon Rojas; Kathy Rojas was not a party to the sublease. He alleged breach of the sublease and sought possession and a writ of possession, but did not seek unpaid rent, other monetary damages, or attorney's fees under the sublease. The sublease did not provide for attorney's fees. The district court nevertheless awarded the Rojas \$26,570.19 in fees under HRS § 607-14, including fees for appellate work.

PROCEDURAL HISTORY

Narvaez previously appealed the merits judgment in his summary possession action, and the Intermediate Court of Appeals affirmed that judgment while vacating an earlier attorney's-fee order because it had been entered while jurisdiction remained with the appellate court. After the appellate judgment was entered, the defendants renewed their fee motion. The district court granted the motion before the appellate judgment became effective, later entered a fee judgment after jurisdiction reverted, and Narvaez appealed. The Intermediate Court of Appeals reversed the fee judgment, concluding that HRS § 607-14 did not authorize the award.

DISPOSITION

reversed

CASES CITED

- Narvaez v. Rojas (Narvaez I), No. CAAP-XX-XXXXXXX, 2023 WL 6184186 (Haw. App. Sept. 22, 2023)
- State v. Carlton, 146 Hawai'i 16, 23-24, 455 P.3d 356, 363-64 (2019)
- Chun v. Bd. of Trs. of Emps.' Ret. Sys. of State of Hawai'i, 106 Hawai'i 416, 428 n.12, 106 P.3d 339, 351 n.12 (2005)
- Cowan v. Exclusive Resorts PBL1, LLC, 156 Hawai'i 268, 274 n.4, 574 P.3d 288, 294 n.4 (2025)
- TSA Int'l Ltd. v. Shimizu Corp., 92 Hawai'i 243, 264, 990 P.2d 713, 734 (1999)
- Forbes v. Haw. Culinary Corp., 85 Hawai'i 501, 507-08, 510, 946 P.2d 609, 615-16, 618 (App. 1997)
- Queen Emma Found. v. Tingco, 74 Haw. 294, 299-300, 845 P.2d 1186, 1189 (1992)
- Kimball v. Lincoln, 72 Haw. 117, 124, 809 P.2d 1130, 1134 (1991)
- Lee v. Aiu, 85 Hawai'i 19, 31-32, 936 P.2d 655, 667-68 (1997)

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