

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF HAWAII

Terry Maupin; Erik Maupin v. Shawn J. Morris

Civ. No. 24-00350 HG-KJM (D. Haw. Nov. 26, 2025) · No. Civ. No. 24-00350 HG-KJM · Decided November 26, 2025

SUMMARY

The United States District Court for the District of Hawaii adopted a magistrate judge’s findings and recommendation granting in part and denying in part the plaintiffs’ motion for default judgment against Shawn J. Morris. The court awarded plaintiffs \$1 in nominal damages for breach of contract, denied relief on their implied-warranty and unfair-trade-practices claims, denied attorneys’ fees, and rejected their objections. The court ordered entry of judgment and closure of the case.

CASE DETAILS

COURT	United States District Court for the District of Hawaii
WRITING FOR THE COURT	Nelen Gillmor
JURISDICTION	United States District Court for the District of Hawaii
DECIDED	November 26, 2025
DOCKET	Civ. No. 24-00350 HG-KJM
DISPOSITION	other
PROCEDURAL POSTURE	The district court conducted de novo review of the portions of a magistrate judge's findings and recommendation to which plaintiffs objected, adopted the recommendation, denied the objections, entered default judgment for plaintiffs on their breach-of-contract claim in the amount of \$1, denied relief on the remaining challenged claims and attorneys' fees, and closed the case.
STANDARD OF REVIEW	De novo review of the portions of the magistrate judge's findings and recommendation to which a party properly objects under 28 U.S.C. § 636(b)(1)(C).
PRECEDENTIAL VALUE	Unknown

TOPICS

- default judgment
- breach of contract
- damages
- consumer protection
- attorney fees

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether plaintiffs established entitlement to more than nominal damages on their defaulted breach-of-contract claim.
2. Whether plaintiffs were entitled to an additional evidentiary hearing to supplement their proof of damages.
3. Whether plaintiffs qualified as consumers entitled to bring a claim under Haw. Rev. Stat. § 480-2 for alleged unfair and deceptive trade practices involving a condominium used as a rental property.
4. Whether plaintiffs were entitled to attorneys' fees after receiving only \$1 in nominal damages.

HOLDINGS

1. Plaintiffs were entitled only to \$1 in nominal damages because they failed to prove the amount and legal basis of their claimed contract damages with admissible evidence and reasonable certainty.
2. Plaintiffs were not entitled to a second evidentiary hearing or an opportunity to supplement the record after failing to submit admissible evidence at the hearing on their default-judgment motion.
3. Plaintiffs did not qualify as consumers entitled to bring a claim under Haw. Rev. Stat. § 480-2 because the condominium was used primarily as a business rental property rather than for personal, family, or household purposes.
4. Plaintiffs were not entitled to attorneys' fees because an award would not be reasonable where their only successful claim resulted in \$1 in nominal damages.

KEY QUOTATIONS

“That is not the purpose of contract damages.” (16)

FACTUAL BACKGROUND

Plaintiffs owned a condominium unit in Lahaina, Hawaii, which they used as a rental property, and hired Morris to perform repairs and renovations after a leak and flood. They alleged that they paid Morris \$125,000, that his work was defective, and that they terminated the contract in January 2024. Plaintiffs sought reimbursement of amounts allegedly paid to Morris and other vendors, repair costs, and lost rental income, but did not submit authenticated and sufficiently detailed evidence establishing the claimed damages.

PROCEDURAL HISTORY

Plaintiffs sued Shawn J. Morris and EMA Construction LLC under Hawaii law for breach of contract, breach of implied warranty of good workmanship, unfair and deceptive trade practices, and negligence. After Morris failed to timely respond, the clerk entered default. Plaintiffs later settled and dismissed all claims involving EMA Construction LLC, then moved for default judgment against Morris. The magistrate judge recommended granting default judgment on the contract claim with only \$1 in nominal damages and denying the other claims and attorneys' fees; the district court adopted that recommendation and denied plaintiffs' objections.

DISPOSITION

other

CASES CITED

- Dawson v. Marshall, 561 F.3d 930, 933 (9th Cir. 2009)
- Geddes v. United Fin. Grp., 559 F.2d 557, 560 (9th Cir. 1977)
- Amfac, Inc. v. Waikiki Beachcomber Inv. Co., 839 P.2d 10, 32 (Haw. 1992)
- Ferreira v. Honolulu Star-Bulletin, Ltd., 356 P.2d 651, 655-56 (Haw. 1960)
- Burgess v. Arita, 704 P.2d 930, 936-37 (Haw. App. 1985)
- Francis v. Lee Enters., Inc., 971 P.2d 707, 712-13 (Haw. 1999)
- Omura v. Am. River Invs., 894 P.2d 113, 115 (Haw. App. 1995)
- Budanio v. Saipan Marine Tours, Inc., 22 Fed. Appx. 708, 712 (9th Cir. 2001)
- Assaf v. Carp, 2018 WL 6051514, at *1 (C.D. Cal. 2018)
- Yelp Inc. v. Catron, 70 F. Supp. 3d 1082, 1091 (N.D. Cal. 2014)
- Great Am. Ins. Co. v. Pool, 2022 WL 2102014, at *1 (C.D. Cal. Apr. 4, 2022)
- Orr v. Bank of Am., 285 F.3d 764, 773-74 (9th Cir. 2002)
- Ravelo by Ravelo v. Hawaii County, 658 P.2d 883, 888 (Haw. 1983)
- Agam v. Gavra, 236 Cal. App. 4th 91, 106 (2015)
- Cheyenne Constr., Inc. v. Hozz, 720 P.2d 1224, 1227 (Nev. 1986)
- Rathke v. Roberts, 207 P.2d 716, 720 (Wash. 1949)
- Joy A. McElroy, M.D., Inc. v. Maryl Group, Inc., 114 P.3d 929, 942 (Haw. App. 2005)
- Cieri v. Leticia Query Realty, Inc., 905 P.2d 29, 40 (Haw. 1995)
- Sung v. Hamilton, 710 F. Supp. 2d 1036, 1052-53 (D. Haw. 2010)
- Mau v. Mitsunaga & Assoc., Inc., 742 Fed. Appx. 279, 280 (9th Cir. 2018)