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Intermediate Court of Appeals
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NO. CAAP-24-0000585

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAII

FAYE STARR P. MELEMAI, AS SUCCESSOR TRUSTEE OF THE
JEANETTE MAE KALEILEHUA KUKAHIWA AIONA TRUST DATED
FEBRUARY 13, 1996, Plaintiff-Appellee,

v.

MS. DEBRA ANN SEPERENA IMPORT, Defendant-Appellant,
and
GUY GASPER and ASB HAWAII, INC., dba AMERICAN SAVINGS BANK,
F.S.B., A FEDERAL SAVINGS BANK, Defendants-Appellees,
and

JOHN DOES 1-5; JANE DOES 1-5;
DOE CORPORATIONS 1-5; DOE PARTNERSHIPS 1-5;
DOE LIMITED LIABILITY COMPANIES 1-5, Defendants

APPEAL FROM THE CIRCUIT COURT OF THE FIRST CIRCUIT
(CASE NO. 1CCV-22-0000232)

SUMMARY DISPOSITION ORDER

(By: Wadsworth, Presiding Judge, McCullen and Guidry, JJ.)

Self-represented Defendant-Appellant Debra Ann
Seperena Import (**Import**) appeals from the "Judgment for
Possession" and "Writ of Possession," both entered on August 6,
2024 by the Circuit Court of the First Circuit (**circuit court**).¹

¹ The Honorable Dean E. Ochiai presided.

This appeal arises out of the allegedly fraudulent transfer of a property located on Elelupe Road, in Honolulu, Hawai'i (the **Property**) to Import. The Property was the sole asset of the "First Amendment and Restatement to the Jeanette Mae Kaleilehua Kukahiwa Aiona Revocable Trust dated August 5, 1999" (the **Trust**). The beneficiaries of the Trust were the children of Jeanette Mae Kaleilehua Kukahiwa Aiona: i.e., Defendant-Appellee Guy Gasper, Plaintiff-Appellee Faye Starr P. Melemai, as successor trustee of the Trust (**Melemai**), Import, and three other individuals who are not parties to this matter.

On appeal, Import raises two points of error,² contending that the circuit court erred in granting: (1) "[Melemai's] Motion to Compel Responses to Interrogatories" (**Motion to Compel**); and (2) "[Melemai's] Motion to Enforce Settlement" (**Motion to Enforce**).

Upon careful review of the record, briefs, and relevant legal authorities, and having given due consideration

² Appellants' points of error do not comply with Hawai'i Rules of Appellate Procedure (**HRAP**) Rule 28. Moreover, Appellant has failed to provide the relevant transcripts. See HRAP Rule 10(b)(1)(A) ("When an appellant desires to raise any point on appeal that requires consideration of the oral proceedings before the court appealed from, the appellant shall file . . . a request or requests to prepare a reporter's transcript of such parts of the proceedings as the appellant deems necessary that are not already on file in the appeal."). Nevertheless, in order to promote access to justice, we do not automatically foreclose self-represented litigants from appellate review for their failure to comply with court rules. Erum v. Llego, 147 Hawai'i 368, 380-81, 465 P.3d 815, 827-28 (2020).

to the arguments advanced and the issues raised by the parties, we resolve Import's points of error as follows:

(1) Import contends that the circuit court erred by granting the Motion to Compel "without any assurances that her testimony would not be used against her in any criminal proceeding." (Capitalization altered.) We review the circuit court's ruling on a motion to compel discovery for abuse of discretion. Bank of New York Mellon v. Lemay, 137 Hawai'i 30, 33, 364 P.3d 928, 931 (App. 2015).

The record reflects that in December 2022, Melemai served Import with "[Melemai's] First Request for Answers to Interrogatories to [Import]." Import did not respond. In March 2023, Import filed "[Import's] Motion to Dismiss [Melemai's] Complaint," asserting a "Fifth Amendment Right to **NOT** have to answer for or to continue to be subjected to having to participate in this Frivolous action."

Melemai filed the Motion to Compel, which was unopposed by Import and heard by the circuit court on May 10, 2023. The circuit court entered its "Order Regarding [Melemai's] Motion to Compel Responses to Interrogatories," directing Import to "respond directly and fully to the Set of Interrogatories given to her . . . and to sign her responses before a notary and deliver the responses to [Melemai's] counsel within ten calendar days of the filing of the order herein."

The circuit court did not, however, order Import to provide self-incriminating information. The circuit court expressly instructed that "[i]f [Import] claims the Fifth Amendment Right to Remain Silent or any other grounds for refusing to respond to the interrogatory questions, [Import] must make the objection to each individual question and sign the objection as required by the [Hawai'i] Rules of Civil Procedure [(HRCP)]."

Import subsequently provided her handwritten and notarized responses to each interrogatory question. Import did not object to any interrogatory question, nor did she further assert the privilege against self-incrimination. The circuit court did not make any further rulings on this issue.

On this record, we conclude that the circuit court did not abuse its discretion by compelling Import's responses -- and specific objections, if applicable -- to each question in Melemai's First Request for Answers to Interrogatories.

(2) Import contends that the circuit court erred by granting the Motion to Enforce. "A motion to enforce a disputed settlement agreement is treated as a motion for summary judgment." Gilmartin v. Abastillas, 10 Haw. App. 283, 296, 869 P.2d 1346, 1352 (App. 1994) (citation omitted). "A motion for summary judgment should not be granted where there is a factual question as to the existence, validity, and terms of the alleged settlement agreement, and where such a dispute exists, a trial

or an evidentiary hearing to resolve the dispute is required."
Id. (citation omitted).

On March 28, 2024, Melemai and Import entered into a settlement agreement, in which they agreed to the following,

10. STIPULATION TO DISMISS WITH PREJUDICE. Upon Import executing the [quitclaim deed and promissory note] **and moving out of the subject premises**, [Melemai] will cause to have prepared and filed in court a Stipulation to Dismiss All Claims Against Import.

(Emphasis added.)

In May 2024, Import filed "[Import's] Motion to Dismiss [Melemai's] Complaint With Prejudice" (**Motion to Dismiss**), asking the circuit court to dismiss Melemai's claims against Import or to invalidate the settlement agreement as fraudulent. The circuit court denied Import's Motion to Dismiss, finding "that the motion lacks merit because on its face there are issues of fact regarding full performance by [Import] of all material covenants in the [s]ettlement [a]greement."

In June 2024, Melemai moved to enforce the settlement agreement. The Motion to Enforce alleged that Import had failed to satisfy her obligations to move out of the Property, and "to make . . . monthly payments" pursuant to the promissory note. Melemai sought a writ of ejectment, a monetary judgment for \$300,000.00 against Import, dismissal of the action against Import pursuant to HRCF Rule 41(a), and \$1,575.00 in attorney's

fees. Import did not oppose the Motion to Enforce, nor did she appear at the hearing on the Motion to Enforce. The circuit court granted Melemai's Motion to Enforce.

Import represents on appeal that, although she "didn't hesitate to sign" the settlement agreement, the settlement agreement was nevertheless "a sham . . . procured under false pretenses." Import further represents that she got "NOTHING of value" from the settlement agreement, and that the circuit court was complicit in allowing a "manifest injustice" to occur.

The record reflects that Import did not present any evidence or arguments contradicting "the existence, validity, and terms of the alleged settlement agreement," or refuting that Import had failed to move out or make payments on the promissory note. Nor did she present any evidence that the agreement was "procured under false pretenses." See Gilmartin, 10 Haw. App. at 296, 869 P.2d at 1352 (citation omitted). "[B]are allegations or factually unsupported conclusions are insufficient to raise a genuine issue of material fact, and therefore, insufficient to reverse a grant of summary judgment." Arquette v. State, 128 Hawai'i 423, 437, 290 P.3d 493, 507 (2012) (cleaned up).

On this record, we conclude that the circuit court did not err in granting the Motion to Enforce.

For the foregoing reasons, we affirm the Judgment for Possession and Writ of Possession.

DATED: Honolulu, Hawai'i, August 24, 2026.

On the briefs:

/s/ Clyde J. Wadsworth
Presiding Judge

Debra Ann Seperena Import,
Self-represented
Defendant-Appellant.

/s/ Sonja M.P. McCullen
Associate Judge

Ward D. Jones,
for Plaintiff-Appellee.

/s/ Kimberly T. Guidry
Associate Judge