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NO. CAAP-25-0000660

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAIʻI

ASSOCIATION OF APARTMENT OWNERS OF KUHIO SHORES AT POIPU,
Plaintiff-Appellee,
v.
WILLIAM H. GILLIAM, Defendant-Appellant, and
PACIFIC RIM PROPERTY SERVICE CORPORATION, A HAWAIʻI CORPORATION;
Defendant/Counterclaim Plaintiff-Appellee, and DIRECTOR OF FINANCE, COUNTY OF KAUAʻI, Defendant-Appellee, and JOHN DOES 1-10, JANE DOES, 1-10, DOE PARTNERSHIPS 1-10, DOE CORPORATIONS 1-10, DOE ENTITIES 1-10, AND DOE GOVERNMENTAL UNITS 1-10,
Defendants.

APPEAL FROM THE CIRCUIT COURT OF THE FIFTH CIRCUIT
(CIVIL NO. 5CC161000063)

SUMMARY DISPOSITION ORDER
(By: Nakasone, Chief Judge, Wadsworth and Gluck, JJ.)

Self-represented Defendant-Appellant William Gilliam (**Gilliam**) appeals from the October 20, 2025 "Order Granting Amended Receiver's Motion for Instructions Regarding Sale of Property" (**Order**) and accompanying "Writ of Possession" (**Writ**) issued by the Circuit Court of the Fifth Circuit (**Circuit Court**).[1] Gilliam alleges that the Circuit Court improperly granted the Order and Writ against him and

[1] The Honorable Randal G.B. Valenciano entered the Order and Writ.

Defendant/Counterclaim Plaintiff-Appellee Pacific Rim Property Service Corporation (**PR1**).

Gilliam raises the following seven points of error on appeal:[2] (1) "the [Circuit Court] lack[ed] jurisdiction by service of process on any defendant"; (2) "the [Circuit Court] lack[ed] subject matter jurisdiction [over] a claim to foreclose a lien against a non-member"; (3) unclean hands; (4) "[an] action for a receiver under [Hawaiʻi Revised Statutes (**HRS**)] § 414-422 is a special proceeding"; (5) "the court abused its discretion by fail[ing] to stay pursuant to the special motion to dismiss"; (6) "there is no issue preclusion"; and (7) "the hearing on []September 23rd on the amended motion improperly admitted hearsay [evidence] . . . and . . . [disallowed] testimony [resulting in] a denial of due process."

Upon careful review of the record and the briefs submitted by the parties and having given due consideration to the arguments advanced and the issues raised, we affirm.

I. BACKGROUND

At its core, this case is about ownership of a condominium: Unit 209 of the Condominium Project, Kuhio Shores at Poipu (**Property**). For many years, Gilliam has argued that he owns the Property. He does not.

In 2009, the Property was owned by PR1, a corporation. Gilliam's mother, Vivian T. Lord (**Lord**), was the sole officer and director of PR1. Lord passed away on June 6, 2009.

[2] Gilliam does not include a points of error section as required by Hawaiʻi Rules of Appellate Procedure (**HRAP**) Rule 28(b)(4) (eff. 2022). As such, his intended points of error and arguments are hard to discern. The following points of error are taken from Gilliam's Opening Brief's section headers. Where possible, we have tried to address each of Gilliam's numerous arguments consistent with this court's "policy of affording litigants the opportunity to have their cases heard on the merits, where possible." Morgan v. Plan. Dep't, Cnty. of Kauai, 104 Hawaiʻi 173, 180-81, 86 P.3d 982, 989-90 (2004) (citation and internal quotation signals omitted).

On April 28, 2016, the Association of Apartment Owners of Kuhio Shores at Poipu (**AOAO**) filed a Complaint for Foreclosure (**Complaint**) against PR1, Lord, and the Director of Finance, County of Kauaʻi. The AOAO alleged PR1 and/or Lord were the owner(s) of the Property and failed to pay various assessments and fees.

On April 27, 2017, Gilliam filed a Motion to Dismiss the Complaint (**2017 MTD**), ostensibly on behalf of the corporation that owned the Property ("Pacific Rim Property Services Corporation").[3] But "Pacific Rim Property Services Corporation" (again, referred to herein as PR1) no longer existed. Instead, Gilliam had incorporated a new entity with the same name (referred to herein as **PR2**) with himself as its sole officer and director.

The AOAO filed a Memorandum in Opposition to the 2017 MTD, asserting that the Department of Commerce and Consumer Affairs of the State of Hawaiʻi records showed: (1) Lord was PR1's sole officer and director; (2) Lord passed away on June 6, 2009; (3) PR1 was involuntarily dissolved on December 4, 2012; and (4) Gilliam incorporated a new corporation with the same name (again, PR2) on December 2, 2013, with Gilliam acting as its sole officer and director. The AOAO asserted that it had no information indicating that title of the Property had been transferred from PR1. On August 15, 2017, the Circuit Court granted in part and denied in part the 2017 MTD.[4]

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[3] From the record, it appears that Gilliam retained counsel to represent PR1; however, Gilliam had (and has) no interest in PR1.

[4] The Circuit Court granted the motion as to attorneys' fees imposed as a sanction against the AOAO for violating Rule 12 of the Rules of the Circuit Courts of the State of Hawaiʻi.

The Honorable Kathleen N.A. Watanabe entered the order granting in part and denying in part the 2017 MTD.

On June 26, 2018, the AOAO filed "Plaintiff [AOAO]'s Motion for Appointment of Receiver" (**Motion for Receiver**). The AOAO argued that PR1 was still the owner of the Property and that a receiver was necessary to settle the unfinished business of the corporation. Gilliam filed an opposition to the Motion for Receiver — again, supposedly on behalf of PR1 — and argued that he was a shareholder of PR1 at the time of Lord's death and at the time of PR1's dissolution. Gilliam also claimed that he inherited his mother's shares of PR1 upon her passing, such that the Property had passed to him as the sole owner of the corporation upon its dissolution.

On October 19, 2018, the Circuit Court entered its "Order Granting Plaintiff [AOAO]'s Motion for Appointment of Receiver" (**Order Appointing Receiver**) and appointed George R. Robinson (**Robinson**) as receiver for PR1. Robinson was tasked with "assisting in all acts that are necessary for the final settlement of the unfinished business of [PR1]" including "determining the legal owner of the [Property]."

On March 27, 2019, Robinson filed his Receiver Report. Among other things, Robinson reported that Gilliam was "not paying the real property taxes on the property and continuing to rent the property out as a vacation rental." Robinson asked that the Circuit Court approve his report, convert the matter to a court-ordered sale of the Property, and grant him the authority to complete the sale.

On August 19, 2019, Gilliam filed for Chapter 11 bankruptcy — ostensibly on behalf of PR1. In re Pac. Rim Prop. Serv. Corp., No. BAP HI-20-1071-BTL, 2020 WL 4371106, at *2 (B.A.P. 9th Cir. July 29, 2020). The Bankruptcy Court dismissed the case. Id. at *2. The AOAO moved to annul the automatic stay imposed by the bankruptcy proceeding, and the Bankruptcy Court granted the motion. Id. Gilliam appealed the Bankruptcy

Court's annulment of the stay. Id. On appeal, the United States Bankruptcy Appellate Panel of the Ninth Circuit held that Gilliam did not have standing to challenge the annulment of the stay. Id. at *3 (concluding that "Gilliam is not a shareholder, much less the sole shareholder, of [PR1]" and that "[Gilliam] has not identified any particularized or concrete injury arising from the bankruptcy court's order annulling the stay of [PR1]. Gilliam is not [PR1], nor does he have any interest in or control over [PR1] or its assets, including the [Property]").

On October 2, 2019, the Circuit Court issued an "Order Granting Plaintiff [AOAO]'s Motion for Instructions for the Receiver" (**2019 Order**) and a "Writ of Possession" (**2019 Writ**) for the Property. The 2019 Order directed the Receiver to sell the Property to settle the debts of PR1. On November 1, 2019, Gilliam appealed the 2019 Order and 2019 Writ.

On October 25, 2019, Gilliam filed for Chapter 13 bankruptcy on behalf of himself, contending that the Property was part of his bankruptcy estate. In re Gilliam, No. CV 20-00194 JMS-WRP, 2020 WL 5848340, at *1 (D. Haw. Oct. 1, 2020), aff'd, 859 F. App'x 832 (9th Cir. 2021). The Bankruptcy Court, however, found that PR1 — not Gilliam — was the owner. Id. On appeal, the United States District Court affirmed the Bankruptcy Court's rulings and ruled that "[t]he Bankruptcy Court's factual finding—that the condominium was not property of Gilliam's estate—was not clearly erroneous, and is well-supported by ample evidence in the record." Id. at *5.

On April 17, 2024, this court ruled on the appeal of the 2019 Order and 2019 Writ, vacating both and remanding for further proceedings. Ass'n of Apartment Owners of Kuhio Shores at Poipu v. Pac. Rim Prop. Serv. Corp., No. CAAP-19-0000778, 2024 WL 1656266, at *2-3 (App. Apr. 17, 2024) (SDO). This court concluded that although Gilliam was personally named in the 2019

Order and the 2019 Writ, Gilliam was never made a party to the action (**2024 Order**). Id. at *2.

On remand, on November 27, 2024, the AOAO filed its First Amended Complaint for Foreclosure (**FAC**), adding Gilliam as a defendant.

On January 13, 2025, Gilliam filed a Motion to Dismiss. The Circuit Court denied the motion. Gilliam then filed various documents, including a Special Motion to Dismiss (**SMTD**). The SMTD asserted that the FAC was a "SLAPP" action but did not explain how or why, other than noting that the AOAO had previously "slapped" the Property's common expense assessment account with false entries. On March 12, 2025, the Circuit Court denied the SMTD.[5]

Nine days later (on March 21, 2025), Robinson filed "Receiver's Motion for Instructions Regarding Sale of Property" and an "Amended Receiver's Motion for Instructions Regarding Sale of Property" (**Motion for Instructions**). Gilliam filed an "Opposition to Motion Writ of Possession & to Sell" (**Opposition to Motion for Instructions**) arguing that the Circuit Court should deny the Motion for Instructions. Gilliam then unsuccessfully sought to remove the case to federal court, delaying proceedings by several more months.

On August 12, 2025, Gilliam filed an Answer and Counterclaim to the FAC.

On September 23, 2025, the Circuit Court held a hearing on the Motion for Instructions and orally granted the motion. This appeal followed.

[5] On March 28, 2025 — sixteen days after the Circuit Court had ruled on the SMTD — Gilliam filed his Memorandum in Support of Special Motion to Dismiss. This memorandum set forth arguments regarding the application of HRS chapter 634G to his claim, among other things. The Circuit Court's March 12, 2025 order denying the SMTD did not address HRS chapter 634G, however, because Gilliam had not raised the issue in his motion.

II. DISCUSSION

A. Ownership of the Property and Issue Preclusion

At the outset, many of Gilliam's arguments are made on behalf of PR1 or are based on his claimed ownership interest in the Property. In Gilliam's sixth point of error, which we address first, it appears that Gilliam argues the bankruptcy decisions do not preclude him from claiming an interest in PR1 or the Property. He seems to argue that because one of the bankruptcy cases was dismissed, and because this court previously remanded this case, the Order Appointing Receiver has been invalidated. Gilliam's arguments lack merit.

First, the Order Appointing Receiver was not invalidated by this court's previous ruling. This court vacated the 2019 Order and 2019 Writ because those documents named Gilliam personally, even though he was not a party to the foreclosure action. Ass'n of Apartment Owners of Kuhio Shores at Poipu, 2024 WL 1656266, at **2-3. However, this court's 2024 Order vacated only "the 'Order Granting Plaintiff [AOAO]'s Motion for Instructions for the Receiver' and the 'Writ of Possession,' entered on October 2, 2019." Id. at *3. Our 2024 Order did not vacate the Order Appointing Receiver. Id.

Second, Gilliam has presented no argument to support his position that 11 U.S.C. § 349 vacates the prior Bankruptcy Court's rulings. Gilliam does not explain which orders, judgments, or transfers were vacated by this statute and how each order, judgment, or transfer is related to 11 U.S.C. § 349. As such, this argument is waived. HRAP Rule 28(b)(7) (eff. 2022) ("Points not argued may be deemed waived.").

Third, and most importantly, issue preclusion applies. Where there is a prior, federal court ruling on an issue, the application of issue preclusion in future state court actions is reviewed pursuant to federal law. See Int'l Bhd. of Elec.

Workers, Loc. 1357 v. Hawaiian Tel. Co., 68 Haw. 316, 331 n.17, 713 P.2d 943, 955 n.17 (1986) ("In a subsequent state court action, the collateral estoppel effect of a federal law ruling in a prior federal court adjudication is a question of federal law." (citing Limbach v. Hooven & Allison Co., 466 U.S. 353, 359–63 (1984))). Under federal law, for issue preclusion to preclude the relitigation of an issue: "(1) the issue must be identical to one alleged in prior litigation; (2) the issue must have been 'actually litigated' in the prior litigation; and (3) the determination of the issue in the prior litigation must have been 'critical and necessary' to the judgment." Beauchamp v. Anaheim Union High Sch. Dist., 816 F.3d 1216, 1225 (9th Cir. 2016) (citing Clark v. Bear Stearns & Co., 966 F.2d 1318, 1320 (9th Cir. 1992)). All three requirements are met here.

(1) Identical issues: The issue of whether Gilliam owned the Property or had an interest in PR1 is the same issue evaluated by the Bankruptcy Courts. See In re Pac. Rim Prop. Serv. Corp., No. BAP HI-20-1071-BTL, 2020 WL 4371106, at *3 (B.A.P. 9th Cir. July 29, 2020) ("Gilliam is not [PR1], nor does he have any interest in or control over [PR1] or its assets including the [Property]."); In re Gilliam, No. CV 20-00194 JMS-WRP, 2020 WL 5848340, at *5 (D. Haw. Oct. 1, 2020) (citation omitted) ("A title report plainly indicates that [PR1] (not Gilliam) is the 'fee owner' of the [Property] . . . . There is no evidence that the [Property] was ever transferred from [PR1] to [PR2] and then to Gilliam, much less that it was transferred from [PR1] directly to Gilliam."), aff'd, 859 F. App'x 832 (9th Cir. 2021).

(2) Actually litigated: This issue was "actually litigated" in both bankruptcy actions. See In re Gilliam, 2020 WL 5848340, at *3, *5 (noting Gilliam's claims in the Chapter 13 case that he owned the Property or "was the sole shareholder of

[PR1]" and rejecting these claims); In re Pac. Rim Prop. Serv. Corp., 2020 WL 4371106, at **2-3 (dismissing Gilliam's arguments in the Chapter 11 bankruptcy case that he had an interest in PR1 as its sole shareholder).

(3) Critical and necessary: This issue was also "critical and necessary" to the outcomes of both bankruptcy actions. See In re Gilliam, 2020 WL 5848340, at *5 (stating that the appealed orders in the Chapter 13 action all "ultimately turn on the same factual determination: whether Gilliam owned a property interest in the [Property] as part of his bankruptcy estate"); In re Pac. Rim Prop. Serv. Corp., 2020 WL 4371106, at *3 (dismissing Gilliam's appeal for lack of standing).

Additionally, Gilliam already made — and lost — this argument in federal court. The U.S. District Court went through this same analysis, applying federal preclusion principles, and found that Gilliam is precluded from arguing that he owned (or owns) the Property or that he had (or has) an interest in PR1. Gilliam v. Porter McGuire Kiakona & Chow, LLP, No. CV 20-00372 JMS-KJM, 2021 WL 1681076, at *1 (D. Haw. Apr. 28, 2021) ("[T]he Bankruptcy Court (twice) and this court have already determined that Plaintiff has no ownership interest in the Property or in the entity that holds title to it. . . . [T]he court gives preclusive effect to those prior factual determinations[.]"). The Ninth Circuit affirmed the U.S. District Court's judgment. Gilliam v. Porter McGuire Kiakona & Chow, LLP, No. 21-16097, 2022 WL 17175069, at *1 (9th Cir. Nov. 23, 2022).

In sum: Gilliam is collaterally estopped from making any argument that he has an ownership interest of any kind in the Property and/or PR1.

B. Personal Jurisdiction

Gilliam argues that the Circuit Court lacked personal jurisdiction over him and PR1 because they were not properly served with the FAC. The AOAO responds that this issue is outside the scope of the current appeal.

This court has jurisdiction to consider Gilliam's argument. Pursuant to the collateral order doctrine, a party can appeal an order to prevent an immediate transfer of property where that transfer would cause irreparable harm to the losing party if that party was required to wait until final judgment to appeal. See In re Maui Fire Cases, No. SCAP-26-0000484, 2026 WL 2936776, at **4-5 (Haw. Sept. 30, 2026) (discussing the collateral order doctrine). Because we have jurisdiction over this appeal, we can review the Circuit Court's jurisdiction over the parties. See Bank of Am., N.A. v. Webb, No. CAAP-16-0000469, 2019 WL 1785047, at **2-3 (App. Apr. 24, 2019) (SDO).

Gilliam's arguments regarding personal jurisdiction, however, are without merit. Any challenge based on insufficient service of process was waived when Gilliam filed counterclaims against the AOAO. See Hanalei, BRC Inc. v. Porter, 7 Haw. App. 304, 312, 760 P.2d 676, 681 (App. 1988) ("[W]here a defense of lack of personal jurisdiction is joined with a permissive counterclaim or a voluntary affirmative claim, the defense is waived."). As for Gilliam's argument that the AOAO failed to serve PR1, this contention lacks merit: Robinson's counsel accepted service on behalf of Robinson, who (as the Receiver) was the proper recipient of service for PR1. See HRS § 414-413(c) (2004) (providing in relevant part that "[a]mong other powers[,] . . . [t]he receiver . . . [m]ay sue and defend in the receiver's own name as receiver of the corporation in all courts of this State" and "[t]he custodian may exercise all of the

powers of the corporation"). Gilliam's arguments regarding personal jurisdiction are without merit.

C. Subject Matter Jurisdiction

Gilliam appears to challenge the Circuit Court's subject matter jurisdiction based on his contention that the AOAO improperly assessed fees against PR1. Specifically, Gilliam appears to argue that PR1 was not a member of the homeowner's association because it does not own the Property and cannot now take ownership of the Property, such that the common expense assessments levied against the Property by the AOAO were improper. He also argues that any collection against PR1 is improper under HRS § 415-105, and that pursuant to HRS § 415-99, a receiver must be appointed with bond.

We find no error. First, as discussed supra, Gilliam is precluded from making arguments that PR1 is not the owner of the Property. Second, he may not assert defenses on behalf of the owner of the Property, because he lacks any interest in such defenses.[6]

Gilliam also asserts a violation of HRS § 415-99, but his argument regarding this statute is unclear. It appears he is again attempting to make arguments on behalf of PR1.

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[6] In the context of a plaintiff's ability to bring a suit, "Standing is concerned with whether the parties have the right to bring suit." Hanabusa v. Lingle, 119 Hawaiʻi 341, 347, 198 P.3d 604, 610 (2008). The same principles apply to Gilliam as a defendant, where he attempts to assert defenses that (may) be available to PR1:

> A similar standing issue arises when the litigant asserts the rights of third parties defensively, as a bar to judgment against him. In such circumstances, there is no [Article] III [of the United States Constitution] standing problem; but the prudential question is governed by considerations closely related to the question whether a person in the litigant's position would have a right of action on the claim.

Warth v. Seldin, 422 U.S. 490, 500 n.12 (1975) (citations omitted). Here, Gilliam has no interest in the Property or PR1, and may not raise defenses belonging to PR1 to defeat a writ of ejectment directed to him personally.

Regardless, HRS § 415-99 was not in effect when Robinson was appointed as Receiver in 2018. Again, we find no error by the Circuit Court.

D. Unclean Hands

Gilliam argues that many of the fees amounting to a lien against the Property are improper. Once again, Gilliam may not challenge these fees, as he has no interest in PR1 or the Property.

E. Motion for Appointment of Receiver

Gilliam next argues that the Circuit Court improperly granted the AOAO's Motion for Appointment of Receiver. His arguments on this point are unclear. He appears to argue that the Circuit Court lacked subject matter jurisdiction, that the AOAO lacked standing to request the appointment of the Receiver, that there was insufficient service of process on PR1, and that the AOAO's filing of the Motion for Appointment of Receiver asserted a new claim for relief against a new party that therefore required leave to amend.

Whether Gilliam preserved these arguments at the trial court level is similarly unclear; nevertheless, the arguments fail. Again, Gilliam has no interest in PR1 or the Property, and may not raise defenses potentially available to PR1 but not applicable to him. Furthermore, the circuit courts have subject matter jurisdiction to appoint a receiver pursuant to HRS § 414-422(a) (2004), and Hawaiʻi courts sitting in equity have the independent power to appoint equitable receiverships. See Hawaii Ventures, LLC v. Otaka, Inc., 114 Hawaiʻi 438, 456, 164 P.3d 696, 714 (2007).

Regarding Gilliam's argument that the Motion for Receiver constituted a new claim that required leave to amend, Gilliam cannot make this argument as he has no interest in PR1 and cannot make arguments on its behalf. Even if he could make

this claim, Gilliam does not make any discernable argument as to how the Circuit Court abused its discretion by appointing a receiver.

F. Special Motion to Dismiss and Stay

Gilliam alleges that the Circuit Court violated HRS chapter 634G by failing to stay proceedings upon Gilliam's filing of his SMTD. Gilliam's SMTD, however, did not make any argument as to how chapter 634G was applicable to the current case. This argument is waived.

G. Hearing on Motion for Instructions

Gilliam's last argument appears to be that the Circuit Court erred in ruling on the Motion for Instructions because (i) erroneous exhibits were attached to the motion and (ii) the Circuit Court denied Gilliam due process by disallowing him to call a witness at the hearing. Both of these issues relate to the debts of PR1 and, as such, cannot be brought by Gilliam.

III. CONCLUSION

For the foregoing reasons, we affirm the October 20, 2025 "Order Granting Amended Receiver's Motion for Instructions Regarding Sale of Property" and accompanying "Writ of Possession." Gilliam has also filed numerous additional motions that are currently pending before this court. All such motions are hereby denied.

Dated: Honolulu, Hawaiʻi, October 30, 2026.

On the briefs:

William Gilliam,
Self-represented
Defendant-Appellant.

Deirdre Marie-Iha,
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for Plaintiff-Appellee.

/s/ Karen T. Nakasone
Chief Judge

/s/ Clyde J. Wadsworth
Associate Judge

/s/ Daniel M. Gluck
Associate Judge