

CONCURRING OPINION BY FOLEY, PRESIDING J.

I concur in the result but write separately because I believe we need only apply Lewis v. Lewis, 69 Haw. 497, 748 P.2d 1362 (1988) to the facts of this case. The facts show there was not "1) the absence of true assent to the agreement due to duress, coercion, undue influence, or any other circumstance indicating that [a party] did not freely and voluntarily enter into the agreement; and 2) unconscionability." Lewis, 69 Haw. at 501, 748 P.2d at 1366. Unconscionability of a marital agreement encompasses two basic principles: one-sidedness and unfair surprise. Lewis, 69 Haw. at 502, 748 P.2d at 1366. One-sidedness means the agreement leaves a post-divorce economic situation that is unjustly disproportionate; unfair surprise means one party did not have full and adequate knowledge of the other party's financial condition when the agreement was executed. Id. Assuming the quitclaim deed in this case was one-sided, nothing in the record indicates unfair surprise.

  
Daniel R. Foley  
Presiding Judge