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NO. CAAP-24-0000308

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAIʻI

D.F., Plaintiff-Appellant,
v.
M.B., Defendant-Appellee.

APPEAL FROM THE FAMILY COURT OF THE FIRST CIRCUIT
(CASE NO. 1DV201000187)

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

Plaintiff-Appellant D.F. (**Wife**) appeals from the Family Court of the First Circuit's March 19, 2024 Divorce Decree and various underlying and post-decree orders.[1]

[1] The Honorable Courtney N. Naso presided. Wife appeals from the following orders:

(1) July 14, 2023 "Order Granting [Defendant-Appellee M.B. (**Husband**)]'s Motion to Amend Pretrial Order No. 1, Filed June 15, 2023" (**Pretrial Order No. 1**);

(2) October 9, 2023 "Stipulation Resolving Divorce Issues and Order" (**October 9, 2023 Stipulation**);

(continued . . .)

On appeal, Wife raises four points of error, ultimately challenging the family court's determination that Section 2 of the prenuptial agreement unambiguously excluded property that Wife owned before marriage, and that Husband was thus entitled to an equalization payment.[2]

(. . . continued)

(3) January 19, 2024 "Decision and Order Following Trial" (**January 19, 2024 Decision and Order**);

(4) February 20, 2024 "Order Denying [Wife]'s 'Motion for Reconsideration, or Alteration and/or Amendment of the Decision and Order Following Trial Filed on January 19, 2024 and/or in the Alternative, for a New Trial on Limited Issues,' Filed on 1/29/2024";

(5) May 17, 2024 "Findings of Fact and Conclusions of Law"; and

(6) June 17, 2024 "Order Denying '[Wife]'s Non-Hearing Motion 1) for Correction, Clarification, and/or Reconsideration of This Court's [sic] Findings of Fact [(**FOF**)] and Conclusions of Law, DV Dkt 745, FOF, and/or 2) for Findings of Fact and Conclusions [sic] of Law in Accordance with Rule 10(f) [sic] of the [Hawaiʻi] Rules of Appellate Procedure Memorandum,' Filed on 5/27/2024" (**June 17, 2024 Order Denying Wife's Motion for Correction**). (Second, fourth and fifth brackets in original.)

[2] Wife's points of error are presented as follows:

> I. The lower court erred by finding that seven words of provision two of the [Agreement] were unambiguous, thereby clearly excluding the [Kāneʻohe] Property from the [Agreement], while the court completely disregarded the remainder of provision two, the remainder of the [Agreement], the clear intent of the parties, and the findings of the previous judge that [Husband] understood the purpose of the [Agreement] and that provision two was ambiguous.
>
> II. The lower court erred where it denied [Wife]'s Motion to Reconsider where the court did not grant [Wife] credits for her contributions to the [Kāneʻohe] Property, where the court did not allow [Wife] a further trial on the

(continued . . .)

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

In 2012, before the marriage, Wife bought a house located at 45-744 Kamehameha Highway, Kāneʻohe, Hawaiʻi 96744 (**the Kāneʻohe Property**).

On the day of their marriage, Wife and Husband executed a prenuptial agreement (**the Agreement**) that Wife had obtained online. Neither Husband nor Wife consulted an attorney before entering into the Agreement.

Under Section 1 of the Agreement, property then-owned or later acquired by either party was to "remain and be their separate property," unless the Agreement provided otherwise. Section 2 expressly provided that the Kāneʻohe Property would

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(. . . continued)

> issue of said credits, and where the court issued its Decree excluding the [Kāneʻohe] Property from the [Agreement] and ordering a consequent equalization payment to [Husband] sans any credits to [Wife].
>
> III. The lower court erred by amending the pre-trial order, thereby allowing [Husband] to present evidence and argument as to whether the parties' [Agreement] covered [Wife]'s [Kāneʻohe] Property.
>
> IV. The lower court erred where it entered findings that were clearly erroneous, and/or where it entered conclusions that were wrong.

(Formatting altered.)

"not be affected by this Agreement," and that Wife and Husband would treat it "as their principal residence in sole ownership of [Wife]":

> 2. **RESIDENCE**. It is the intention of the parties that the residence presently owned by [Wife] located at 45-744 Kamehameha Hwy, [Kāneʻohe], [Hawaiʻi] 96744, shall not be affected by this Agreement. The parties plan to maintain such property as their principal residence in sole ownership of above mentioned party.

(Emphasis added.) And Section 3 stated that "except for this Agreement, such earning[s] []and accumulations of the other throughout the marriage would be joint property."

Wife and Husband separated in 2018. Two years later, Wife filed a complaint for divorce on the grounds that their marriage was irretrievably broken. Litigation concerning the enforceability of the Agreement occurred throughout 2022, resulting in the family court's determination that it was valid and enforceable.[3]

In April 2023, the family court entered Pretrial Order No. 1, which set forth all of the issues in dispute. Regarding the Kāneʻohe Property, Pretrial Order No. 1 identified Husband's "request for payment for home renovations for 45-744 Kamehameha Hwy" as the only disputed issue. Otherwise, Pretrial Order No. 1 identified issues related to property division as "not applicable."

[3] The Honorable Dyan M. Medeiros presided over the enforcement proceedings related to the Agreement.

In June 2023, Husband moved to amend Pretrial Order No. 1, arguing that Section 2 of the Agreement placed the division of the Kāneʻohe Property in dispute. Husband contended the Kāneʻohe Property "should be awarded to Wife, [and] Husband should be entitled to one half of the increased value of the property during the marriage." The family court granted Husband's motion and amended Pretrial Order No. 1 in July 2023.

Following an August 2023 settlement conference, the family court entered the October 9, 2023 Stipulation, in which Wife and Husband agreed that Wife would be awarded her interest in the Kāneʻohe Property "as her sole and separate property," and that "[w]hether [Husband] has an interest in the [Kāneʻohe P]roperty and the value of that interest (if any) are issues for trial."

After a four-day trial, the family court entered its January 19, 2024 Decision and Order, in which it determined that (1) Husband's testimony was more credible than Wife's with respect to Section 2 of the Agreement; (2) Section 2's plain language "clearly exclude[d] the [Kāneʻohe P]roperty from the [Agreement]"; and (3) Husband was therefore entitled to half of the "increase in value from the date of marriage to the current

fair market value."[4] Ultimately, the family court ordered Wife to pay Husband an equalization payment in the amount of $234,135.79 within ninety days of the Divorce Decree's effective date.[5]

Wife filed a motion for reconsideration (**January 29, 2024 Motion for Reconsideration**), which the family court denied after determining she had "not presented an adequate basis" for reconsideration.

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[4] FOF 41 in the January 19, 2024 Decision and Order provides in relevant part:

> After reviewing the [Agreement], considering the testimony of the parties, assessing and weighing the credibility of the testimony, considering the evidence in the record, finding [Husband]'s testimony more credible than [Wife]'s testimony regarding this provision in the [Agreement], and interpreting the [Agreement] according to the plain, ordinary and accepted common speech, the Court does not deem the provision ambiguous, but the Court does find the parties had different understandings of the provision. The Court finds the provision, in its plain language, to clearly exclude the property from the [Agreement] by stating the property "shall not be affected by this Agreement." . . . [T]he parties shall equally share the Category 2 value (increase in value from the date of marriage to the current fair market value).

(Emphases added.)

[5] FOF 42 in the January 19, 2024 Decision and Order provides in full:

> [FOF] 42. Property Division Payment/Equalization Payment: The result is Wife owes an equalization payment to Husband in the amount of TWO HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND TWENTY-ONE CENTS [$248,854.21], from which $10,000.00 shall be deducted (reflecting the advance of attorney's fees Wife paid to Husband) and from which $4,718.42 shall be deducted (reflecting Husband's one-half share of Teo's veterinary expenses due and owing). Therefore, Wife shall pay Husband an equalization payment in the amount of TWO HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS AND SEVENTY-NINE CENTS [$234,135.79] within ninety (90) days of the effective date of the parties' final divorce decree.

On March 19, 2024, the family court entered the Divorce Decree.

Wife timely appealed.

On May 17, 2024, the family court entered post-decree Findings of Fact and Conclusions of Law, in which it determined that Wife did not comply with Hawaiʻi Family Court Rules Rule 72 or Hawaiʻi Rules of Appellate Procedure (**HRAP**) Rule 10. On May 27, 2024, Wife filed a non-hearing motion for correction, clarification, and/or reconsideration of the May 17, 2024 Findings of Fact and Conclusions of Law, which the family court denied.

(1) Wife first contends the family court erred by finding that Section 2 of the Agreement, "in its plain language, . . . clearly exclude[d] the [Kāneʻohe P]roperty from the [Agreement] by stating the property 'shall not be affected by this Agreement.'" Wife asserts the family court read Section 2 out of context and neglected to consider Sections 1 and 3 of the Agreement.

Principles of contract law govern the enforceability of premarital agreements. E.g., Lewis v. Lewis, 69 Haw. 497, 500-01, 748 P.2d 1362, 1365-66 (1988). "To determine whether ambiguity exists" in a contract, the supreme court has explained that "the test lies not necessarily in the presence of particular ambiguous words or phrases but rather in the purport

of the document itself, whether or not particular words or phrases in themselves be uncertain or doubtful in meaning." Found. Int'l, Inc. v. E.T. Ige Constr., Inc., 102 Hawaiʻi 487, 496-97, 78 P.3d 23, 32-33 (2003) (citation modified). "A court should look no further than the four corners of the document to determine whether an ambiguity exists." Id. at 497, 78 P.3d at 33 (citation modified). Importantly, disagreement between the parties "as to the meaning of a contract or its terms does not render clear language ambiguous." Id. (citation modified).

Here, looking no further than the four corners of the Agreement and reading all of the relevant provisions together, Section 2 is not ambiguous. See Found. Int'l, Inc., 102 Hawaiʻi at 497, 78 P.3d at 33. Section 1 begins with the proviso, "Except as otherwise provided in this Agreement," before stating that the parties' property — both present (as identified in Exhibits A and B) and future — would "remain and be their separate property," and neither party would acquire an interest in the other's property during the marriage. (Emphasis added.)

Section 2 then provided otherwise by stating, "It is the intention of the parties that the residence presently owned by [Wife] located at 45-744 Kamehameha Hwy, [Kāneʻohe], [Hawaiʻi] 96744, shall not be affected by this Agreement." (Emphasis added.) And though Section 2's remaining sentence states the Kāneʻohe Property would remain in Wife's "sole ownership," that

provision does not require Husband to forfeit his interest in any earnings or accumulations arising from the Kāneʻohe Property during the marriage. In fact, Section 3 explicitly provides, "Each of the parties understand that except for this Agreement, such earning[s] []and accumulations of the other throughout the marriage would be joint property." (Emphasis added.) Because Section 2 excepted the Kāneʻohe Property from the Agreement, any earnings and accumulations arising from the Kāneʻohe Property during the marriage were, pursuant to Section 3, joint property.

Moreover, the family court determined that Wife and Husband "had different understandings of the provision." But this alone does not render otherwise clear language ambiguous. See Found. Int'l, Inc., 102 Hawaiʻi at 497, 78 P.3d at 33.

Because substantial evidence supports the family court's determination that Section 2 of the Agreement was not ambiguous, the family court did not err. See LC v. MG, 143 Hawaiʻi 302, 310, 430 P.3d 400, 408 (2018).

(2) Wife next contends the family court "erroneously denied" her January 29, 2024 Motion for Reconsideration.

It is well-settled that the "purpose of a motion for reconsideration is to allow the parties to present new evidence and/or arguments that could not have been presented during the earlier adjudicated motion," and not to "relitigate old matters or to raise arguments or evidence that could and should have

been brought during the earlier proceeding." Tagupa v. Tagupa, 108 Hawaiʻi 459, 465, 121 P.3d 924, 930 (App. 2005).

Here, Wife's January 29, 2024 Motion for Reconsideration attempted to relitigate whether she was entitled to credits for her contributions to the Kāneʻohe Property. But, as Wife acknowledges in her opening brief, the family court, having been "presented with ample evidence" regarding her and Husband's contributions, determined that the parties' "contribution of labor and payment in the [Kāneʻohe Property]'s renovations" did not entitle either party to credits, because those contributions were "the parties' agreement for division of labor for their household." Thus, the family court specifically considered and entered findings on the arguments and evidence that Wife contends merited reconsideration.

Accordingly, the family court did not abuse its discretion by denying Wife's January 29, 2024 Motion for Reconsideration.

(3) Wife next contends the family "court should have denied [Husband]'s request to amend [Pretrial Order No. 1] based on Judicial Estoppel[.]" (Formatting altered.) Alternatively, Wife argues the family "court should have denied [Husband]'s request to amend [Pretrial Order No. 1], given that [Pretrial Order No. 1] was the product of a settlement agreement following mediation." (Formatting altered.)

The doctrine of judicial estoppel operates to prevent parties from "maintain[ing] inconsistent positions or to take a position in regard to a matter which is directly contrary to, or inconsistent with, one previously assumed by [them], at least where [they] had, or [were] chargeable with, full knowledge of the facts, and another will be prejudiced by [their] action[s]." Roxas v. Marcos, 89 Hawaiʻi 91, 124, 969 P.2d 1209, 1242 (1998) (quoting Rosa v. CWJ Contractors, Ltd., 4 Haw. App. 210, 218, 664 P.2d 745, 751 (App. 1983)).

Here, Husband's aim to enforce Section 2 of the Agreement as written and thereby obtain his one-half interest in the Kāneʻohe Property's increase in value during the marriage is not inconsistent with his position that, in dividing assets, Wife was and should remain the sole owner of the Kāneʻohe Property. See Roxas, 89 Hawaiʻi at 124, 969 P.2d at 1242.

The record indicates Husband has consistently (1) maintained that Wife should receive the Kāneʻohe Property and (2) claimed some interest in the Kāneʻohe Property, be it reimbursement for his renovation work or an equalization payment.

Moreover, following an August 2023 settlement conference, Wife and Husband "stipulate[d] and agree[d] that" Wife would be "awarded her interest in the [Kāneʻohe Property] as

her sole and separate property," but "whether [Husband] ha[d] an interest in the [Kāneʻohe] Property and the value of that interest (if any) [were] issues for trial." Section VI of the October 9, 2023 Stipulation, titled "Other Disputed Issues Which Are Not Resolved," reiterated that "whether [Husband] is entitled to a payment for renovations to the [Kāneʻohe] Property in 2013-2014 and/or a property equalization payment related to the [Kāneʻohe] Property" remains an unresolved issue to be determined at trial. (Formatting altered.)

In other words, Wife stipulated that the issue was one for trial; now that the trial has occurred and the family court has determined that Husband was entitled to a property equalization payment, Wife cannot challenge the terms to which she stipulated. See Roxas, 89 Hawaiʻi at 124, 969 P.2d at 1242.

Considering "the family court possesses wide discretion in making its decisions," we decline to hold the family court abused its discretion by amending Pretrial Order No. 1. See Fisher v. Fisher, 111 Hawaiʻi 41, 46, 137 P.3d 355, 360 (2006).

(4) Finally, Wife disputes various statements, findings, and conclusions in the October 9, 2023 Stipulation; January 19, 2024 Decision and Order; March 19, 2024 Divorce Decree; May 17, 2024 Findings of Fact and Conclusions of Law; and June 17, 2024 Order Denying Wife's Motion for Correction.

HRAP Rule 28(b)(7) requires appellants to present an "argument, containing the contentions of the appellant on the points presented and the reasons therefor, with citations to the authorities, statutes and parts of the record relied on." Without the above, "[p]oints not argued may be deemed waived." HRAP Rule 28(b)(7). And, as Hawaiʻi appellate courts have consistently held, "an appellant's mere challenge of a finding does not place the onus of justifying it on this court. The party seeking to overthrow findings has the burden of pointing out specifically wherein the findings are clearly erroneous." E.g., Tone v. Hashimoto, 156 Hawaiʻi 299, 574 P.3d 319, No. CAAP-21-0000324, 2025 WL 2418487, at *3 (App. Aug. 21, 2025) (citation modified).

Here, Wife asserts only that she "disputes" the laundry list of challenged findings and conclusions; she does not present "reasons therefor, with citations to the authorities" relied on. See HRAP Rule 28(b)(7) (emphasis added).

Because Wife's "argument does not contain any reasoning, supported by citations to case law or authority to constitute a discernible argument," this court need not address

these contentions. See Taomae v. Lingle, 108 Hawaiʻi 245, 257, 118 P.3d 1188, 1200 (2005).

Based on the foregoing, we affirm the family court's March 19, 2024 Divorce Decree.

DATED: Honolulu, Hawaiʻi, November 16, 2026.

On the briefs:

Kai Lawrence,
for Plaintiff-Appellant.

Francis T. O'Brien,
for Defendant-Appellee.

/s/ Karen T. Nakasone
Chief Judge

/s/ Clyde J. Wadsworth
Associate Judge

/s/ Sonja M.P. McCullen
Associate Judge