

*** NOT FOR PUBLICATION ***

NO. 24314

IN THE SUPREME COURT OF THE STATE OF HAWAII

EM. RIMANDO
CLERK, APPELLATE COURTS
STATE OF HAWAII

2006 MAR -9 PM 2:22

FILED

JOYCE KAWAMAE and REID KAWAMAE, Plaintiffs-Appellees

vs.

EUN JOO LEE, Defendant-Appellant

and

JOHN DOES 1-20, JANE DOES 1-10, DOE CORPORATIONS 1-10, DOE PARTNERSHIPS 1-10, DOES 1-10, DOE ENTITIES 1-10, and DOE GOVERNMENTAL UNITS 1-10, Defendants

APPEAL FROM THE FIRST CIRCUIT COURT
(CIV. NO. 99-4403)

SUMMARY DISPOSITION ORDER

(By: Moon, C.J., Levinson, Nakayama, Acoba, and Duffy, JJ.)

Defendant-appellant Eun Joo Lee ("Lee") appeals from the April 30, 2001 judgment of the circuit court of the first circuit, the Honorable Virginia Lea Crandall presiding, granting in part plaintiff's motion for summary judgment and imposing a constructive trust on \$783,801.57 (plus accrued interest) in life insurance proceeds of Ronald Kawamae ("Ronald") (deceased) in favor of plaintiffs Joyce Kawamae ("Joyce") and Reid Kawamae ("Reid"), Ronald's first wife and their son, which funds had been paid to Lee as Ronald's beneficiary. The court determined that Ronald was legally obligated to retain the plaintiffs as beneficiaries of certain life insurance policies pursuant to a property settlement agreement (PSA) incorporated in the 1979 decree granting Joyce a divorce from Ronald and awarding her

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custody of Reid. Lee argues that the court misconstrued the PSA. Specifically, Lee argues: (1) that Ronald and Joyce intended that the beneficial interest Joyce and Reid ("appellees") enjoyed in Ronald's life insurance would revert to Ronald when Ronald was no longer obligated to pay child support; (2) that the appellees' interest in Ronald's life insurance, if any, should be valued as of the time of the divorce, at which time the PSA described the value of the specified policy as approximately \$120,000; and (3) that the court erred in awarding to the appellees the proceeds of a travel accident insurance policy. Lee also argues that the court's summary resolution of the dispute was inappropriate because the intent of the parties to the arguably ambiguous PSA is a question of fact. The appellees argue: (1) that the court did not err in construing the PSA; and (2) that the court did not err in summarily resolving the dispute because there was no genuine issue of material fact.

Upon carefully reviewing the record and the briefs submitted by the parties, and having given due consideration to the arguments advanced and the issues raised, we hold that: (1) with respect to the first two issues raised by the appellant, the trial court did not clearly err in construing the PSA; (2) the trial court did not clearly err in its finding with respect to the travel accident insurance policy; and (3) the trial court

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did not err in granting the appellees' motion for summary judgment. Therefore,

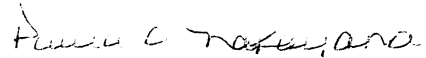
IT IS HEREBY ORDERED that the judgment from which the appeal is taken is affirmed.

DATED: Honolulu, Hawai'i, March 9, 2006.

On the briefs:

Louis K. Wai and David
Allan Feller for the
defendant-appellant
Eun Joo Lee

Darwin L.D. Ching, for
the plaintiffs-appellees
Joyce and Reid Kawamae



Kamae E. Dubby, Jr.