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NOT TO BE PUBLISHED

Commonwealth of Kentucky

Court of Appeals

NO. 2025-CA-0126-MR

YUANCONG ZHANG — APPELLANT

v.

APPEAL FROM MADISON FAMILY COURT
HONORABLE NORA J. SHEPHERD, JUDGE
ACTION NO. 23-CI-50176

STUART M. CHEN — APPELLEE

OPINION
AFFIRMING

** ** ** ** **

BEFORE: CETRULO, ECKERLE, AND MOYNAHAN, JUDGES.

MOYNAHAN, JUDGE: Yuancong Zhang ("Zhang") appeals from the Madison Family Court's October 1, 2024, order holding that her antenuptial agreement with Stuart M. Chen ("Chen") is valid and enforceable, and the December 13, 2024, decree of dissolution. After reviewing the briefs filed, the relevant law, and the record on appeal, we affirm.

BACKGROUND

The parties met in 2008, when Zhang was a citizen and resident of the People's Republic of China, and, after a lengthy courtship, they decided to marry. Before the marriage, Chen retained an attorney in Kentucky to draft an antenuptial agreement to protect his assets for his two children, one of whom is permanently disabled and will require lifelong care. Under the agreement, each party would retain their premarital property and any after-acquired property held in their individual names. The terms of the agreement also eliminated the parties' rights to share in any appreciation in value of their spouse's property, to maintenance or support, or to death benefits. Chen provided Zhang the agreement in January 2015, and he advised her on at least three occasions that she should have it translated to Chinese and explained to her.

Zhang applied for a K-1 fiancé(e) visa, requiring that she marry Chen within ninety (90) days or return to China. As part of the K-1 visa process, Chen executed a Declaration of Support, in which he agreed to sponsor and provide financial support to Zhang, namely to "[p]rovide the intending immigrant any support necessary to maintain him or her at an income that is at least 125 percent of the Federal Poverty Guidlelines[.]" *See* 8 U.S.C.A.[1] § 1183a; *see also* 8 C.F.R.[2]

[1] United States Code Annotated.

[2] Code of Federal Regulations.

§ 213a.2(e)(2)(i). Notably, federal courts have held that divorce does not necessarily terminate the sponsor's obligation of support. *See, e.g.*, *Erler v. Erler*, 824 F.3d 1173, 1176 (9th Cir. 2016).

Zhang arrived in Kentucky in July 2015, and eleven days afterwards she signed the antenuptial agreement. Included in the agreement were two lists detailing the parties' respective property interests. Chen's assets were valued at over $1 million and Zhang's at approximately $39,000.00. The antenuptial agreement made no reference to Chen's sponsorship obligation. The parties then married in September 2015.

In 2023, Chen filed a petition for dissolution of marriage, seeking to enforce the terms of the antenuptial agreement. Zhang filed a motion to set aside the agreement, challenging the formation of the contract and asserting that the terms were unconscionable both when the agreement was executed and now at the time of enforcement. The family court held a hearing on the validity of the antenuptial agreement on April 4, 2024.

At the hearing, Zhang argued Chen misled her and withheld information because he gave her the agreement in English, which she is not proficient in, and that she was forced to sign the agreement to get married. She also testified that she was unable to support herself and was in the process of applying for public assistance. Prior to marriage, Zhang worked for sixteen years

as a journalist and, at forty-six years of age, she had been four years away from retirement eligibility in China. She did not work during the marriage until Chen filed the petition for dissolution. With her stale work history and limited English skills, Zhang claimed she was only able to find part-time employment at a supermarket, earning $100.00 weekly.

The family court determined that the antenuptial agreement was valid and enforceable, and it subsequently enforced the agreement in its judgment of dissolution, entered December 13, 2024. This appeal follows, and we will introduce additional facts as they become relevant.

ANALYSIS

Antenuptial agreements are enforceable in Kentucky if: (1) the agreement was not obtained through fraud, duress, mistake, or through misrepresentation or non-disclosure of material facts; (2) the agreement is not unconscionable; and (3) the facts and circumstances have not changed so as to render enforcement unfair. *Gentry v. Gentry*, 798 S.W.2d 928, 936 (Ky. 1990); *Edwardson v. Edwardson*, 798 S.W.2d 941, 945-46 (Ky. 1990). An agreement is not unconscionable merely because it is a bad bargain. *Shraberg v. Shraberg*, 939 S.W.2d 330, 333 (Ky. 1997). Rather, an agreement is unconscionable if it is manifestly unfair or unreasonable. *Id.* Zhang, as the party opposing the

agreement, has the burden of proving that the agreement is invalid. *Rupley v. Rupley*, 776 S.W.2d 849 (Ky. App. 1989).

Any award of spousal maintenance is governed by Kentucky Revised Statutes ("KRS") 403.200, which states that maintenance shall only be awarded if the trial court finds that the party seeking maintenance lacks sufficient property to provide for reasonable needs and is unable to support him or herself through appropriate employment. *Shafizadeh v. Shafizadeh*, 444 S.W.3d 437, 446 (Ky. App. 2012). Generally, the award of spousal maintenance is left to the sound discretion of the trial court, and a reviewing court will only reverse the award if it finds the trial court "abused its discretion or based its decision on findings of fact that are clearly erroneous." *Powell v. Powell*, 107 S.W.3d 222, 224 (Ky. 2003). Kentucky Rules of Civil Procedure ("CR") 52.01. "Findings of fact are not clearly erroneous if supported by substantial evidence" which, "when taken alone or in the light of all the evidence, has sufficient probative value to induce conviction in the minds of reasonable people." *Ehret v. Ehret*, 601 S.W.3d 508, 511 (Ky. App. 2020) (citation omitted). We review the family court's legal conclusions *de novo*. *Carroll v. Meredith*, 59 S.W.3d 484, 489 (Ky. App. 2001).

To begin, we must address the deficiencies of Zhang's brief,[3] as several of the arguments raised appear to be significantly undeveloped and otherwise unpreserved. While we recognize Zhang's *pro se* status and the fact that English is not her first language, every party is still bound by the briefing requirements of our rules and may suffer consequences for failing to comply. *See Koester v. Koester*, 569 S.W.3d 412, 415 (Ky. App. 2019). Furthermore, "[i]t is not our function as an appellate court to research and construct a party's legal arguments[.]" *Hadley v. Citizen Deposit Bank*, 186 S.W.3d 754, 759 (Ky. App. 2005). Considering the circumstances, we shall decline to impose any sanctions; however, we shall limit our review only to those arguments which have been preserved and appropriately raised on appeal.

Zhang first argues that the antenuptial agreement is not valid and enforceable because she signed it under duress. She claims that Chen did not disclose material information when he failed to provide her a Chinese translation of the antenuptial agreement or legal representation. She also argues that she signed the agreement under duress just ten days after arriving in the United States

[3] The argument portion of Zhang's brief consists solely of bulleted lists of issues, which contain no citations to legal authorities; no citations to the record on appeal; and no statements explaining how any of her arguments are preserved. In doing so it fails to comply with Kentucky Rules of Appellate Procedure (RAP) 32(A).

because the marriage was conditioned upon her executing the agreement, leaving her no meaningful choice. However, Zhang's claims are unavailing.

It is settled Kentucky law that a party who signs a contract is presumed to know its contents, and if the party has an opportunity to read the contract which she signs, she is bound by its provisions unless she was misled as to the nature of the document or her signature was obtained by fraud. *Mouanda v. Jani-King Int'l*, 653 S.W.3d 65 (Ky. 2022); *Clark v. Brewer*, 329 S.W.2d 384, 387 (Ky. 1959). If the party is unable to read the agreement, it is the party's duty to procure some reliable person to read and explain the terms to him or her before signing it as it would be the party's duty to read the document if he or she were able to do so. *Clark*, 329 S.W.2d at 386.

Based on testimony and evidence presented, the family court found that Zhang was given the antenuptial agreement six months before she signed it; that Chen had told her on at least three occasions that the agreement was important and advised her to have it translated or explained to her; and that Zhang had sufficient time, resources, and ability to obtain those services but chose not to do so. Additionally, the fact that the marriage was conditioned on her signing the prenuptial agreement does not constitute duress. As this Court has previously recognized, it is not duress to threaten to do what one has a legal right to do or to take measures authorized by law and the circumstances. *Redmon v. McDaniel*, 540

S.W.2d 870, 872 (Ky. 1976). Because antenuptial agreements are permitted by law, Zhang's claim of duress is without merit.

Zhang also argues the family court abused its discretion in denying her maintenance considering the circumstances of the case. She states maintenance should have been awarded based on the length of the marriage, and her claimed inability to support herself because of her age and limited English proficiency. Intertwined with the family court's decision to not award maintenance is its determination that the antenuptial agreement was conscionable.

Sub judice, the family court determined the agreement was not unconscionable because the parties' financial situations had not materially changed during the marriage in a manner that was beyond their contemplation when the agreement was executed. The family court found that the relative financial positions of the parties were the same as when the antenuptial agreement had been entered. Chen was retired, living off his modest retirement estate, and supporting his disabled adult son. Zhang was unemployed, though had recently began working at a supermarket, had a journalism degree, and retained an unknown amount of her premarital savings in China. The family court noted a financial disparity existed between the parties, but based upon the evidence presented, determined that it was essentially the same disparity that existed at the time the

parties married, as neither party worked to increase their wealth during the marriage. *Cf. Lane v. Lane*, 202 S.W.3d 577, 580 (Ky. 2006).

As recognized by the family court, changes in the parties' relative circumstances after execution of an antenuptial agreement may render enforcement of the agreement unconscionable, but whether there is a change is not the court's sole consideration. In *Gentry*, 798 S.W.2d at 935, the Kentucky Supreme Court recognized the public's interest in ensuring that a divorce does not leave one spouse destitute or dependent upon the state for support by reason of an antenuptial agreement and the role of the family court's broad discretion to review the agreement in protecting that interest.

While Zhang claimed that she will essentially be left destitute if maintenance is not awarded, the family court did not agree, and we are similarly unconvinced based on the evidence presented to the contrary. First, while Zhang claims she was homeless for a time after the parties separated, Chen agreed to let Zhang return to his home and provided support until a time that she found employment and an apartment. Next, evidence suggested Zhang still had some savings and assets in China. And markedly, Zhang still appears to have the option to pursue enforcement of Chen's sponsorship obligation as laid out in the

declaration of support as a part of her K-1 visa in a separate action.[4] "The right of support conferred by federal law exists apart from whatever rights [a sponsored immigrant] might or might not have under [state] divorce law." *Wenfang Liu v. Mund*, 686 F.3d 418, 419-20 (7th Cir. 2012). Ultimately, while this Court may have reached a different conclusion based on the facts of the case, the family court's findings are based upon substantial evidence and not clearly erroneous, and we shall not disturb those findings.

CONCLUSION

For the forgoing reasons, the October 1, 2024, order and the December 13, 2024, decree of dissolution of the Madison Family Court are affirmed.

ALL CONCUR.

BRIEF FOR APPELLANT:	BRIEF FOR APPELLEE:
Yuancong Zhang, *pro se* Berea, Kentucky	Sean M. Pierson Richmond, Kentucky

[4] Notably, Zhang did not preserve this argument and waived any claim for the family court to enforce this obligation. Zhang was represented by counsel in the proceedings below, and her counsel specifically advised the family court that she was not pursuing the issue believing it was a matter better suited for federal courts. (Video Record, "V.R." November 18, 2024, Hearing 9:44:04 – 9:44:45.)