FILED
Aug 31 2026
ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

ROBERT RONCHI,
Appellant/Cross-Respondent,
vs.
JOANNA RONCHI,
Respondent/Cross-Appellant.

No. 88799-COA

ORDER AFFIRMING IN PART, REVERSING IN PART, VACATING IN PART AND REMANDING

Robert Ronchi appeals and Joanna Ronchi cross-appeals from a district court decree of divorce and post-judgment order in a divorce action. Eighth Judicial District Court, Family Division, Clark County; Bryce C. Duckworth, Judge.

Robert and Joanna began a dating relationship in 2004. In July 2006, Joanna, who was a Polish citizen, left the United States due to her immigration status. However, the parties maintained their relationship and Joanna returned to the United States in March 2008. On June 13, 2008, Robert and Joanna entered into a premarital agreement in Pennsylvania in contemplation of their upcoming marriage, which included a choice-of-law provision providing that the agreement is governed by Pennsylvania law. Several provisions in the agreement addressed the designation of the parties' assets as separate property. Joanna was 19 weeks pregnant at the time of the signing of the premarital agreement. A financial disclosure was attached to the premarital agreement, which set forth each party's separate assets. Robert's separate property included, among other things, a partnership equity interest in his business, Element 115, and various retirement accounts. Robert and Joanna subsequently married the day after they executed the premarital agreement. In 2010, they relocated to Nevada. Robert purchased real property in March 2015, which was titled solely in his name, and served as the parties' marital residence.

In October 2022, Joanna filed for divorce. The district court held an evidentiary hearing in March 2023 on the validity of the parties' premarital agreement and subsequently determined that the premarital agreement was valid. Thereafter, in December 2023, the district court held an evidentiary hearing on the remaining financial issues in the parties' divorce. Subsequently, the district court entered its findings of fact, conclusions of law, and decree of divorce. Joanna was awarded half of a portion of Robert's Fidelity IRA Rollover Account 0263 that was attributable to Robert's contributions from his income during the marriage, and half of the net equity in the marital residence. The court found that Robert's interest in Element 115 was his separate property as set forth in the financial disclosure attached to the premarital agreement and the proceeds received therefrom were excluded from consideration as "marital property" and should be confirmed to Robert as his sole and separate property.

Joanna filed a motion for attorney fees and costs and a motion to alter or amend the judgment pursuant to NRCP 52 and for a new trial pursuant to NRCP 59. The district court issued a subsequent post-judgment order awarding Joanna attorney fees pursuant to *Sargeant v. Sargeant*, 88 Nev. 223, 227, 495 P.2d 618, 621 (1972), and denying her motion to alter or amend and for a new trial. Robert was ordered to pay $30,304 in attorney fees to Joanna. This appeal and cross-appeal followed from the decree of divorce and post-judgment order.

Validity of the premarital agreement

We first address the validity of the premarital agreement. Joanna argues in her cross-appeal that the district court erred in concluding the premarital agreement was enforceable and valid because it was entered under duress. She asserts that the premarital agreement was not discussed and that Robert deliberately waited until after she had become pregnant and returned to the United States before demanding she sign the premarital agreement the day before their wedding. She also argues that her immigration status would have been impacted if they did not get married, she was not given adequate time to consult with counsel prior to signing the premarital agreement, and she did not understand the meaning of the premarital agreement as English is her second language. Robert contends the district court did not abuse its discretion in determining that the premarital agreement was valid and enforceable.

"This court reviews district court decisions concerning divorce proceedings for an abuse of discretion." *Williams v. Williams*, 120 Nev. 559, 566, 97 P.3d 1124, 1129 (2004) (internal quotation marks omitted). As noted above, the premarital agreement was executed in Pennsylvania and included a choice-of-law provision favoring Pennsylvania, and thus, Pennsylvania law governs.[1] *See Braddock v. Braddock*, 91 Nev. 735, 738,

[1]Unlike Nevada, which is a community property state where all property acquired after marriage is community property, *see* NRS 123.220, Pennsylvania is an equitable distribution state, in which the court shall "equitably divide, distribute or assign, in kind or otherwise, the marital property between the parties without regard to marital misconduct in such percentages and in such manner as the court deems just after considering all relevant factors. The court may consider each marital asset or group of assets independently and apply a different percentage to each marital asset or group of assets." 23 Pa.C.S.A. § 3502.

542 P.2d 1060, 1062 (1975); *see also Progressive Gulf Ins. Co. v. Faehnrich*, 130 Nev. 167, 171, 327 P.3d 1061, 1064 (2014) ("So long as the parties acted in good faith and not to evade the law of the real situs of the contract, Nevada's choice-of-law principles permit parties within broad limits to choose the law that will determine the validity and effect of their contract." (internal quotation marks and citations omitted)). While Pennsylvania law governs the substantive issues relating to the premarital agreement, Nevada's procedural law still controls in this proceeding. *See Feeley v. Feeley*, No. 64896-COA (Nev. Ct. App. Jan. 20, 2016) (Order of Affirmance); *cf. Stone & Webster, Inc. v. Baker Process, Inc*, 210 F. Supp. 2d 1177, 1187 (S.D. Cal. 2002) (recognizing that, in the federal courts, a choice-of-law clause generally incorporates a state's substantive laws, but not its procedural laws); *see also Restatement (Second) of Conflict of Laws* § 122 (Am. Law Inst. 1971) ("A court usually applies its own local law rules prescribing how litigation shall be conducted even when it applies the local law rules of another state to resolve other issues in the case.").

"Prenuptial agreements are contracts, and, as such, should be evaluated under the same criteria as are applicable to other types of contracts." *Simeone v. Simeone*, 581 A.2d 162, 165 (Pa. 1990) (citation omitted). "Under Pennsylvania law, it is presumed that an adult is competent to enter into an agreement, and a signed document gives rise to the presumption that it accurately expresses the state of mind of the signing party." *Cardinal v. Kindred Healthcare, Inc.*, 155 A.3d 46, 50 (Pa. Super. Ct. 2017). As such, "[c]ontracting parties are normally bound by their agreements, without regard to whether the terms thereof were read and fully understood and irrespective of whether the agreements embodied reasonable or good bargains." *Simeone*, 581 A.2d at 165. Because agreements are presumed valid and binding, the party seeking to avoid or nullify the agreement has the burden of proving the invalidity of the agreement by clear and convincing evidence. *See In re Ratony's Est.*, 277 A.2d 791, 795 (Pa. 1971).

Moreover, "[a]bsent fraud, misrepresentation, or duress, parties are generally bound by the terms of their agreements." *Lewis v. Lewis*, 234 A.3d 706, 714 (Pa. Super. Ct. 2020). Therefore, "[c]onsideration of other factors, such as the knowledge of the parties and the reasonableness of the bargain, is inappropriate." *Simeone*, 581 A.2d at 165. Notably, duress is "that degree of restraint or danger, either actually inflicted or threatened and impending, which is sufficient in severity or apprehension to overcome the mind of a person of ordinary firmness." *Lewis*, 234 A.3d at 715; *see also Lugg v. Lugg*, 64 A.3d 1109, 1113-14 (Pa. Super. Ct. 2013) (affirming a trial court's determination that a post-nuptial agreement was not the product of duress where "Lugg never claimed she was subject to any level of force or threat of force [and there was] nothing in the record to show Husband threatened her in any way to prevent her from contacting her lawyer"); *Hamilton v. Hamilton*, 591 A.2d 720, 722 (Pa. Super. Ct. 1991) (determining a prenuptial agreement was not the product of duress where a spouse alleged she was told that without a prenuptial agreement, there would be no wedding, notwithstanding the fact that "she was pregnant, unemployed, and probably frightened").

Here, the district court found that based on the testimony provided at the evidentiary hearing, Joanna understood in general the purpose of the premarital agreement. Both parties handwrote on the agreement, "I choose to waive representation by an attorney." The court further found based on their testimony that the premarital agreement was not drafted by counsel but was a form generated from a website. Moreover, the court found that Joanna's testimony confirmed that she understood English at the time the premarital agreement was executed and generally was capable of reading and writing in English. The court was not persuaded by Joanna's claims that her pregnancy and immigration status placed her under duress, noting that Robert was also motivated to proceed with the marriage because failing to do so would have compromised his ability to maintain a relationship with their child. The aforementioned factual findings made in support of these determinations are supported by substantial evidence. *Ogawa v. Ogawa*, 125 Nev. 660, 668, 221 P.3d 699, 704 (2009); *see also Lewis*, 234 A.3d at 715. And while Joanna challenges the district court's findings, this court is not at liberty to reweigh the evidence or the district court's credibility determinations. *See Grosjean v. Imperial Palace, Inc.*, 125 Nev. 349, 366, 212 P.3d 1068, 1080 (2009). Thus, we affirm the district court's determination that the premarital agreement was valid.[2]

Disposition of Robert's Fidelity IRA Rollover Account 0263

Robert argues that the district court abused its discretion in awarding Joanna half of the portion of his Fidelity IRA Rollover Account 0263 that was attributable to contributions from his income as a community

[2]To the extent Joanna argues the premarital agreement was not valid as it did not provide a full and fair disclosure of Robert's assets, we are unpersuaded by this argument. *See Simeone*, 581 A.2d at 167 ("If an agreement provides that full disclosure has been made, a presumption of full disclosure arises."). As the district court found, the record supports that the financial disclosure was sufficient. *Busch v. Busch*, 732 A.2d 1274, 1278 n.5 (Pa. Super. Ct. 1999) (explaining that a full and fair disclosure in a property settlement agreement merely requires sufficient disclosure to allow the intended party to make an informed decision).

property interest. Robert emphasizes that the account existed prior to the marriage and was specifically listed as his separate property in the premarital agreement. Joanna argues that the district court did not abuse its discretion in finding that Robert's contributions to his IRA were community property to which she was entitled a portion.

"Contract interpretation is a question of law," which we review de novo. *Redrock Valley Ranch, LLC v. Washoe County*, 127 Nev. 451, 460, 254 P.3d 641, 647-48 (2011). "The court must construe a contract as written and may not modify the plain meaning of the contract under the guise of interpretation." *Tuthill v. Tuthill*, 763 A.2d 417, 420 (Pa. Super. Ct. 2000). A contract is ambiguous if it is reasonably susceptible to different constructions and capable of being understood in more than one sense. *Hutchison v. Sunbeam Coal Corp.,* 519 A.2d 385, 390 (Pa. 1986). "[W]hen the language of a contract is clear and unequivocal, courts interpret its meaning by its content alone, within the four corners of the document." *First Home Savings Bank, FSB v. Nernberg,* 648 A.2d 9, 14 (Pa. Super. Ct. 1994) (citing *Mears, Inc. v. Nat'l Basic Sensors*, 486 A.2d 1335, 1338 (Pa. Super. Ct. 1984)).

Here, the district court found that there was no language in the parties' premarital agreement designating Robert's wages earned during the marriage as his separate property. Thus, because contributions were made to Robert's Fidelity Rollover IRA 0263 from his wages during the marriage, the court determined that Joanna was entitled to half of the portion of the account attributable to those contributions as her community property interest, seemingly based on Nevada law. The court noted that while the premarital agreement included prefatory language about their "desire" to address income and earnings, it did not identify or define income earned during the marriage through employment as the separate property of the earning spouse.

However, although the parties' premarital agreement did not specifically designate Robert's wages as his separate property, section (2)(a) of the agreement set forth that they agreed to release or waive "[a]ny and all of his or her right, title and interest of every kind and description, which he or she may have, acquire, enjoy or be seized by reason of, or on or after, their marriage, as the wife, husband, widow or widower of the other party, in the separate property of the other party." Section 2(b) of the agreement further set forth that they agreed to release "[a]ny and all rights to any property of the other party titled in the other parties' sole name, whether before or after the marriage."

In the divorce decree, the district court directly contravened these provisions by concluding that Joanna was entitled to a community property interest in the account, which was solely in Robert's name. Accordingly, under the plain language of the agreement, Robert's Fidelity Rollover IRA 0263 account was to remain his separate property, regardless of whether any of his income during the marriage contributed to the account. *First Home Savings Bank, FSB*, 648 A.2d at 14; *see also, e.g.*, *Laub v. Laub,* 505 A.2d 290, 292 (Pa. Super. Ct. 1986) (stating a prenuptial agreement expressly relinquished each party's right "in and to any property now owned or hereafter acquired by the other of them"). Thus, the court abused its discretion in failing to apply section 2(a) and (b) of the parties' premarital agreement with respect to Robert's Fidelity Rollover IRA 0263 account. *See, e.g.*, *In re Est. of Schaefer*, 300 A.3d 1013, 1023 (Pa. Super. Ct. 2023) (explaining that husband's IRA was separate property as set forth in a premarital agreement, and thus, in waiving an interest in husband's separate property in the premarital agreement, wife waived an interest in husband's IRA, such that she was not entitled to distribution of the IRA upon probate of husband's will). For the same reasons, as Robert acknowledges in his opening brief, we also conclude that the district court abused its discretion in determining that Robert was entitled to a community property interest in Joanna's Fidelity IRA retirement account, which was in her name solely. We therefore reverse these portions of the divorce decree.

Marital residence

Next, Robert argues that the district court abused its discretion in awarding Joanna an interest in the marital residence as it was acquired in his sole name and was his separate property pursuant to the terms of the premarital agreement. Joanna, in turn, argues that the district court correctly found that she demonstrated that it was always the parties' intent that the house be a community asset.

With respect to the marital residence, the district court acknowledged that the property was acquired during the marriage and titled solely in Robert's name. The court further noted that Joanna signed a grant, bargain, sale deed in favor of Robert to facilitate the purchase, which raised the presumption of a gift pursuant to *Kerley v. Kerley*, 112 Nev. 36, 37, 910 P.2d 279, 280 (1996).[3] The court noted that the down payment and mortgage payments for the marital residence were made with funds from a joint bank account. The court further found that Joanna credibly testified that the parties titling of the marital residence was due to her

---

[3]In this case, the Nevada Supreme Court held that the conveyance of title to real property during the marriage from husband and wife to husband's sole name was presumed to be a gift of wife's interest absent clear and convincing evidence otherwise.

credit issues, and that it was their intent that the marital residence would be their joint home and property. The district court further noted that in support of her testimony, Joanna offered an audio recording in which Robert acknowledged that he told Joanna he was going to put her name on the marital residence, that he meant it, procrastinated, and that he still owed Joanna her name on the marital residence. Thus, the court found that Joanna rebutted the presumption that she gifted her interest in the property to Robert, and that the parties intended that the property would be part of the marital community.

However, as noted above, the parties' premarital agreement set forth in section (2)(a) and (b) that they agreed to release "[a]ny and all of his or her right, title and interest of every kind and description, which he or she may have, acquire, enjoy or be seized by reason of, or on or after, their marriage, as the wife, husband, widow or widower of the other party, in the separate property of the other party" and "[a]ny and all rights to any property of the other party titled in the other parties' sole name, whether before or after the marriage." Section 7 of their agreement further set forth that all property during the course of the marriage "acquired by each party in their own name shall be deemed to be part of their separate estate and by the terms hereof, each party hereby waives and relinquishes all claim to the separate estate of the other." Consequently, under the plain language of the parties' premarital agreement, property titled in one person's name was intended to remain that party's separate property. *First Home Savings Bank*, FSB, 648 A.2d at 14. Thus, given the foregoing, the district court's application of Nevada's gift presumption caselaw with respect to the marital residence was in error. *Soldo-Allesio v. Ferguson*, 141 Nev., Adv. Op. 9, 565 P.3d 842, 850 (Ct. App. 2025) (explaining that an error is reversible if "we cannot conclude that the result would have been the same if the error had not occurred").

Nevertheless, the substance of Joanna's argument that the marital residence was intended as a community asset and the district court's respective findings more appropriately point to the doctrine of constructive fraud. *Cf. Nev. Power Co. v. Eighth Jud. Dist. Ct.*, 120 Nev. 948, 960, 102 P.3d 578, 586 (2004) (providing that, when evaluating a complaint, "we must look at the substance of the claims, not just the labels used"). In *Long v. Towne,* 98 Nev. 11, 13, 639 P.2d 528, 529-30 (1982), the Nevada Supreme Court explained that "[c]onstructive fraud is the breach of some legal or equitable duty which, irrespective of moral guilt, the law declares fraudulent because of its tendency to deceive others or to violate confidence." Constructive fraud may arise when there has been "a breach of duty arising out of a fiduciary or confidential relationship." *Id.* at 13, 639 P.2d at 530. Such a relationship exists where "one reposes a special confidence in another so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one reposing the confidence." *Id.*; *see also Williams v. Waldman*, 108 Nev. 466, 472, 836 P.2d 614, 618 (1992) (explaining that a fiduciary relationship arises from the existence of a marriage).

And when constructive fraud is established, a constructive trust may be imposed, notwithstanding the existence of a premarital agreement, "as the means of recognizing that certain assets, regardless of their original legal titling, are co-owned and therefore part of the marital estate to be divided equally under the premarital agreement." *See Simons v. Simons,* 978 N.W.2d 121, 145 (Neb. 2022) (rejecting the proposition that a constructive trust could not be used to establish ownership when implementing a valid premarital agreement); *see also Davidson v. Streeter*, 68 Nev. 427, 437, 234 P.2d 793, 798 (1951) (providing that "[t]he betrayal of [a confidential relationship] is constructively fraudulent, and gives rise to a constructive trust"); *cf., e.g.*, *In re Marriage of Starr*, 116 Cal. Rptr. 3d 813 (Ct. App. 2010) (explaining, in the context of a divorce proceeding that did not involve a premarital agreement, that husband's failure to add wife onto the title for a house as promised was constructive fraud, and thus the house was community property based on husband's violation of his fiduciary duties to wife, where husband and wife were told by the lender they should have husband take title in his name only, with wife quitclaiming her interest in the house, so they could get a better interest rate, the lender said husband could add wife back onto the title after escrow closed, and husband told wife he would add wife back onto the title).

Here, the district court's respective findings that the titling of the marital residence had to do with Joanna's credit, that the parties always intended that the marital residence would be a community asset, that the marital residence was purchased with funds from a joint account, and Robert's admission that he told Joanna he was going to put her name on the marital residence and that he still owed Joanna her name on the marital residence implicate the doctrine of constructive fraud. Because the substance of Joanna's and the district court's findings effectively raised the issue of constructive fraud, albeit without using the correct terminology and discussing all the pertinent principles, we necessarily vacate the portion of the decree concerning the marital residence, and remand for further proceedings concerning whether Joanna established constructive fraud giving rise to a constructive trust over the martial residence.

Element 115 interest

We then address Joanna's argument with respect to Robert's Element 115 interest. Joanna argues that the district court abused its discretion in failing to award her a community interest in the value of the business. Joanna relies on Pennsylvania statute, 23 Pa.C.S.A. § 3501, which sets forth that marital property includes the increase in value of non-marital property during the marriage. Robert asserts that this statute specifies that property excluded by agreement is not considered marital property. We agree with Robert. The statute sets forth that "[m]arital property does not include . . . [p]roperty excluded by valid agreement of the parties entered into before, during or after the marriage." 23 Pa.C.S.A. § 3501(a)(2). Because Element 115 was reflected in the parties' premarital agreement as Robert's separate property on the financial disclosure page and since, regardless of 23 Pa.C.S.A. § 3501(a)(2), section (2)(b) of the parties' premarital agreement released any marital interest in the separate property titled in one party's name, Joanna's argument is without merit. *First Home Savings Bank*, FSB, 648 A.2d at 14. Thus, we affirm this portion of the district court's decree.[4]

Finally, the parties challenge the district court's award of attorney fees to Joanna. In light of our reversal in part as to the district court's property division, we necessarily vacate the award of attorney fees. *See Roe v. Roe*, 139 Nev. 163, 183, 535 P.3d 274, 293 (2023) ("An award of attorney fees and costs is appropriately vacated when a portion of the underlying order is reversed.").

Accordingly, we

[4]Insofar as Joanna's argument concerning Element 115 is directed at the order denying her motion for NRCP 52 and 59 relief, it fails to establish a basis for relief for the same reason as discussed above.

ORDER the judgment of the district court AFFIRMED IN PART, REVERSED IN PART, AND VACATED IN PART AND REMAND this matter to the district court for proceedings consistent with this order.[5]

cc: Hon. Bryce C. Duckworth, District Judge, Family Division
Israel Kunin, Settlement Judge
Burger, Meyer & D'Angelo, LLP / Las Vegas
Jones & LoBello
Eighth District Court Clerk

[5]Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they do not present a basis for relief.