If this opinion indicates that it is "FOR PUBLICATION," it is subject to revision until final publication in the Michigan Appeals Reports.

STATE OF MICHIGAN

COURT OF APPEALS

KOSAI SALIM SHAMOON,

Plaintiff-Appellant,

v

SHELLY ANN SHAMOON,

Defendant-Appellee.

UNPUBLISHED
November 13, 2026
10:45 AM

No. 375660
Livingston Circuit Court
LC No. 2022-057416-DM

Before: MURRAY, P.J., and PATEL and FEENEY, JJ.

PER CURIAM.

In this divorce action, plaintiff Kosai Salim Shamoon appeals by leave granted[1] the trial court's order denying his motion to declare the prenuptial agreement he entered into with defendant Shelly Ann Shamoon valid. We vacate and remand.

I. FACTUAL AND PROCEDURAL HISTORY

The parties were married in Utah in early September 2004. A month prior to the wedding, on August 8, 2004, they entered into a prenuptial agreement.

The parties subsequently moved to Michigan, and on September 8, 2022, plaintiff filed for divorce requesting the equitable division of property, making no reference to the prenuptial agreement.[2] He amended the complaint on November 6, 2022, but again without reference to the prenuptial agreement.[3]

[1] *Shamoon v Shamoon*, unpublished order of the Court of Appeals, entered Nov. 3, 2025 (Docket No. 375660).

[2] The complaint indicated that the parties have minor children, but custody is not at issue on appeal.

[3] Defendant filed a countercomplaint for divorce on September 22, 2022, alleging fearfulness that plaintiff would hide marital assets.

After defendant filed multiple discovery motions asserting plaintiff's refusal to fully disclose his financial information, the court appointed a receiver to value the parties' assets. Then, on December 5, 2024, over two years after he initiated divorce proceedings, plaintiff moved to send the case to arbitration, asserting that the prenuptial agreement contained an arbitration provision. Plaintiff also moved to declare the prenuptial agreement valid and enforceable, asserting that the agreement contains a provision that Utah law should control, and stating, "Based on the facts of this case, and the laws of both Michigan and Utah, the parties' prenuptial agreement is valid and enforceable."

In response, defendant cited both Utah and Michigan law, arguing that: (1) plaintiff coerced her to sign the agreement; (2) the agreement is not enforceable because she did not waive her right to independent financial disclosures; (3) the agreement is unconscionable; (4) the agreement is ambiguous because defendant did not disclose any of her assets, and "Plaintiff has abandoned it in practice, thereby blurring the lines between his alleged separate financial interest and the marital estate's interests beyond all hope of tracing"; and (5) the agreement is inequitable. She attached her affidavit, detailing what occurred prior to and after the signing of the prenuptial agreement.

At the motion hearing, defendant's counsel took a more firm position on choice of law, arguing that Utah law, as opposed to Michigan law, should apply. Ultimately, the court applied Michigan law to interpret the agreement, finding that there was no showing defendant signed the agreement under duress or involuntarily. However, the court determined that the agreement was invalid because the parties failed to engage in a full and frank disclosure of assets and debts, reasoning that defendant did not disclose her assets in the agreement, and neither party disclosed debts or liabilities. Additionally, the court found the prenuptial agreement's alimony provision poorly written and ambiguous, and therefore neither fair, equitable, nor reasonable, also referencing plaintiff's discovery indiscretions regarding the disclosure of financial information.

The court entered an order codifying its ruling and denied plaintiff's motion for reconsideration. This interlocutory appeal followed.

II. STANDARDS OF REVIEW

"A trial court's refusal to enforce a prenuptial agreement is reviewed for an abuse of discretion." *Woodington v Shokoohi*, 288 Mich App 352, 372; 792 NW2d 63 (2010). "An abuse of discretion occurs when the trial court's decision falls outside the range of reasonable and principled outcomes." *Id*. at 355. And we review de novo the interpretation of a contract, including a prenuptial agreement, *Reed v Reed*, 265 Mich App 131, 141; 693 NW2d 825 (2005), as well as choice-of-law issues, *Frydrych v Wentland*, 252 Mich App 360, 363; 652 NW2d 483 (2002).

III. ANALYSIS

Plaintiff argues that the trial court erred by invaliding the parties' prenuptial agreement.

A. CHOICE OF LAW

Although neither plaintiff nor defendant raise the issue on appeal,[4] we first address the trial court's decision to apply Michigan law when interpreting the prenuptial agreement. The parties' prenuptial agreement contains a choice-of-law provision stating that the document shall be interpreted under Utah law. Generally, it is public policy in Michigan to enforce a choice-of-law provision in a contract. *Turcheck v Amerifund Fin, Inc*, 272 Mich App 341, 345-346; 725 NW2d 684 (2004). However:

> "When determining the applicable law, the expectations of the parties must be balanced with the interests of the states." *Hudson v Mathers*, 283 Mich App 91, 96; 770 NW2d 883 (2009). "The parties' choice of law should be applied if the issue is one the parties could have resolved by an express contractual provision." *Id*. This Court, however, will not defer to the parties' choice of law if "(1) the chosen state has no substantial relationship to the parties or the transaction," "(2) there is no reasonable basis for choosing the state's law," or (3) when applying the chosen state's law "would be contrary to the fundamental policy of a state that has a materially greater interest than the chosen state in the determination of the particular issue and whose law would be applicable in the absence of an effective choice of law by the parties." *Id*. at 96-97. [*Vanalstine v Land O'Lakes Purina Feeds, LLC*, 326 Mich App 641, 648-649; 929 NW2d 789 (2018).]

Under Utah Code Ann § 81-3-203(1)(f), parties to a prenuptial agreement in Utah may contract with respect to "the choice of law governing the construction of the agreement, except that a court with jurisdiction may apply the law of the legal domicile of either party, if it is fair and equitable[.]"

In its findings on the record, the court acknowledged the prenuptial agreement's choice-of-law provision and recited the above Utah statute before concluding, "As the law and case law regarding prenup agreements are similar in both states, and husband and wife are domiciled in Michigan, per the above cited Utah code, this Court will apply to [sic] Michigan law when resolving the issue before it." Although the court did not specifically reference the above Michigan law or explicitly determine whether it would be fair and equitable to apply Michigan law in accordance with Utah Code Ann § 81-3-203(1)(f), and Utah has adopted the Uniform Premarital Agreement Act, see Utah Code Ann § 81-3-201 *et seq*., while Michigan has not, neither party directly challenges the trial court's application of Michigan law. Accordingly, because neither party challenges the court's application of Michigan law on appeal, that argument is abandoned. See *Berger v Berger*, 277 Mich App 700, 712; 747 NW2d 336 (2008) ("A party abandons a claim when it fails to make a meaningful argument in support of its position."). We decline to disturb the court's decision and will apply Michigan law to our interpretation of the parties' prenuptial agreement.

---

[4] In his appellate brief, plaintiff supports his arguments with Michigan law, and in her responsive brief, defendant addresses both Michigan and Utah law. Thus, the parties generally discuss the application of Michigan versus Utah law, but neither specifically argues that the trial court erred by applying Michigan law.

B. DISCLOSURES

We now turn to plaintiff's arguments that the trial court erred in declaring the prenuptial agreement invalid. "A contract relating to property made between persons in contemplation of marriage shall remain in full force after marriage takes place." MCL 557.28.

> But such agreements may be voided if certain standards of fairness are not satisfied. A prenuptial agreement may be voided (1) when obtained through fraud, duress, mistake, or misrepresentation or nondisclosure of material fact, (2) if it was unconscionable when executed, or (3) when the facts and circumstances are so changed since the agreement was executed that its enforcement would be unfair and unreasonable. A party challenging a prenuptial agreement bears the burden of proof and persuasion. [*Reed*, 265 Mich App at 142-143 (quotation marks and citations omitted).]

The agreement must be fair, equitable, and reasonable under the circumstances. *Rinvelt v Rinvelt*, 190 Mich App 372, 378-379; 475 NW2d 478 (1991).

Plaintiff first challenges the court's conclusion that the prenuptial agreement was invalid because of an incomplete disclosure of the parties' assets and liabilities. "Antenuptial agreements give rise to a special duty of disclosure not required in ordinary contract relationships so that the parties will be fully informed before entering into such agreements." *In re Benker Estate*, 416 Mich 681, 689; 331 NW2d 193 (1982).

> Where, as is usually the case, the parties to an antenuptial property settlement occupy a confidential relationship toward one another, and the agreement substantially affects the property interests which one or the other would otherwise acquire by the marriage, each is under an affirmative duty to disclose to the other the nature of his property interests so that the effect of the agreement can be understandingly assessed, and in the absence of such a full and frank disclosure, the courts will refuse to give effect to such an agreement attacked by the spouse to whom disclosure should have been made. [*Id*. at 689-690 (quotation marks and citation omitted).]

The parties' prenuptial agreement provides:

> Each of the parties shall separately retain all rights in his or her own property, whether now owned or hereafter acquired, and each of them shall have the absolute and unrestricted right to dispose of each separate property, free from any claim that may be made by the other by reason of their marriage, and with the same effect as if no marriage had been consummated between them. It is understood and agreed that the parties may now own and hereafter may own certain bank accounts in joint ownership and certain other property as joint tenants; that the parties shall have all of the usual rights of joint ownership and joint tenants in such bank accounts and property.

The next paragraph lists plaintiff's asset disclosures, some with and some without valuations, that he brought into the marriage and wished to protect. However, the agreement does not contain a

list of defendant's assets or a list of debts and liabilities for either party. As to debts, the parties did "mutually agree[] that neither party shall be responsible or liable for the other party's debts or obligations existing prior to the marriage."

The court ruled that the above provisions did not constitute a full or frank disclosure and rendered the agreement invalid, reasoning that "without full disclosure of assets and debts as to both parties, the parties had no ability to understand the rights or assess the advisability of waiving those rights." But, as plaintiff argues, the lack of asset disclosures by defendant was immaterial. Although a prenuptial agreement may be voided for nondisclosure of material fact, *Reed*, 265 Mich App at 142, where the parties had "virtually no assets" coming into the marriage, and a party does "not claim that any alleged discrepancy between [the] defendant's disclosure of assets and the true state of his net worth at the time of the agreement had any effect whatsoever on her entering into the prenuptial agreement," "the alleged lack of disclosure cannot serve as a basis for voiding the prenuptial agreement under the fairness doctrine," *id*. at 148-149.

Here, defendant challenged the completeness of the disclosures in response to plaintiff's motion to declare the prenuptial agreement valid, but did not indicate that she would not have signed the agreement if *her own* assets had been listed. Nor does she make this argument on appeal. Rather, she argued in her response that plaintiff's signature to the agreement was negated by the failure to list defendant's assets and liabilities.

Further, defendant offered no evidence below of any assets she may have listed in the prenuptial agreement. And on appeal, she only responds to plaintiff's assertion that she has no assets as the result of a bankruptcy, stating:

> [Plaintiff] fails to identify anything in the documentary record to show that [defendant] had "exactly zero" assets at the time the agreement was signed. Simply put, he cannot make allegations about the impact of [defendant's] bankruptcy without providing the necessary support in the record. It goes without saying that filing for bankruptcy does *not* mean that a debtor has no assets . . . which means that [defendant] was certainly capable of bringing separate property, e.g., income or jewelry, into the marriage following her bankruptcy.

Thus, she argues that she *could* have had assets when she signed that prenuptial agreement, not that she *did*. See *Reed*, 265 Mich App at 143 ("A party challenging a prenuptial agreement bears the burden of proof and persuasion.") (quotation marks and citation omitted). She also sidesteps the issue in a footnote, stating:

> [Plaintiff] goes on to say that the non-disclosures at issue were immaterial under *Reed*, *supra*, where the Court found that "even if [the] defendant failed to completely disclose all his assets to [the] plaintiff, any shortfall was immaterial when viewed in light of the parties' relatively small estate when they married." *Reed*, at 149. But even if that point were well-founded, i.e., even if [defendant's] estate was irrelevant to [plaintiff] (as he was only focused on himself), it was not the only *Rinvelt* factor considered by the Court.

Accordingly, the trial court abused its discretion when it refused to enforce the prenuptial agreement on the basis that defendant did not disclose assets in the prenuptial agreement, as such nondisclosure was immaterial.

The same is true with regard to the parties' failure to disclose debts and liabilities. Neither the court, nor defendant, have cited any law that failure to disclose debts or liabilities in a prenuptial agreement that otherwise makes each party responsible for his or her own debt constitutes material nondisclosure. Nor have we found any. And defendant does not specifically argue that she would not have signed the agreement had the parties' debts and liabilities been included.

Defendant does argue that enforcement of the prenuptial agreement would be so inequitable in plaintiff's favor that it would deprive the trial court of its statutory duty to ensure an equitable division of property, citing *Allard v Allard (On Remand)*, 318 Mich App 583; 899 NW2d 420 (2017). In *Allard*, 318 Mich App at 601, this Court held:

> [T]he parties to a divorce cannot, through an antenuptial agreement, compel a court of equity to order a property settlement that is *in*equitable. Although parties have a fundamental right to contract as they see fit, they have no right to do so in direct contravention of this state's laws and public policy.

There, the parties' agreement explicitly waived application of statutes regarding property division. That is not the case with the prenuptial agreement here. And the trial court simply invalidated the agreement based on lack of disclosure, but did not yet reach the stage in the case of awarding property and determining whether the division under the agreement was equitable.[5] That must

---

[5] Under MCL 552.23(1):

> Upon entry of a judgment of divorce or separate maintenance, if the estate and effects awarded to either party are insufficient for the suitable support and maintenance of either party and any children of the marriage who are committed to the care and custody of either party, the court may also award to either party the part of the real and personal estate of either party and spousal support out of the real and personal estate, to be paid to either party in gross or otherwise as the court considers just and reasonable, after considering the ability of either party to pay and the character and situation of the parties, and all the other circumstances of the case.

And under MCL 552.401:

> The circuit court of this state may include in any decree of divorce or of separate maintenance entered in the circuit court appropriate provisions awarding to a party all or a portion of the property, either real or personal, owned by his or her spouse, as appears to the court to be equitable under all the circumstances of the case, if it appears from the evidence in the case that the party contributed to the acquisition, improvement, or accumulation of the property. The decree, upon becoming final,

first be considered by the trial court or arbitrator. Accordingly, we reject defendant's alternative basis for affirmance.

C. AMBIGUITY

Plaintiff also challenges the court's determination that the prenuptial agreement's alimony provision is not fair, equitable, or reasonable. The court found the provision poorly written and ambiguous, and stated further:

> [T]hroughout the course of discovery in this case, [plaintiff] has shown a marked unwillingness to abide by the court rules or court orders when it comes to providing requested financial documents and financial information. [Defendant] has filed numerous motions to compel and a motion to show cause in her quest to ascertain the party's assets and [plaintiff's] income. Ultimately, the Court was forced to appoint a receiver who is still in the process of uncovering [plaintiff's] personal and business financials. [Plaintiff] is self-employed and controls the amount of income he receives at any given time. There is no reason to believe he will ensure that his income is sufficient to provide for [defendant's] support.

Plaintiff argues the court clearly erred because "ambiguity does *not* invalidate an agreement, it just puts the onus on the trial court to, as is true with any other ambiguous contract provision, arrive at an interpretation of same consistent with the parties' intent at the time of its execution."

> A contract must be interpreted according to its plain and ordinary meaning. A contract is ambiguous if it allows two or more reasonable interpretations, or if the provisions cannot be reconciled with each other. Under ordinary contract principles if contractual language is clear, construction of the contract is a question of law for the court. If the contract, although inartfully worded or clumsily arranged, fairly admits of but one interpretation, it is not ambiguous. [*Woodington*, 288 Mich App at 373-374 (citations omitted).]

We agree with the trial court that the alimony provision in the prenuptial agreement is ambiguous. The agreement states:

> In the event of divorce or separation, [plaintiff] will pay twenty percent (20%) of his net payroll check only to [defendant] for alimony and support payment for a period of only two (2) years. After the Two (2) year period [plaintiff] will not be

---

> shall have the same force and effect as a quitclaim deed of the real estate, if any, or a bill of sale of the personal property, if any, given by the party's spouse to the party.

> responsible to pay [defendant] any alimony or support of any financial obligations to him.

The definition of "net payroll check" is unclear, and the meaning is susceptible to more than one interpretation. See *Holland v Trinity Health Care Corp*, 287 Mich App 524, 527; 791 NW2d 724 (2010). Further, there is no indication of the frequency of the payments. We do not agree, however, that this ambiguity should serve as a basis for invalidating the agreement. Rather, when contractual language is ambiguous, its meaning becomes a question for the factfinder. *Id*.

> Where a written contract is ambiguous, a factual question is presented as to the meaning of its provisions, requiring a factual determination as to the intent of the parties in entering the contract. Thus, the fact finder must interpret the contract's terms, in light of the apparent purpose of the contract as a whole, the rules of contract construction, and extrinsic evidence of intent and meaning. [*Klapp v United Ins Group Agency, Inc*, 468 Mich 459, 469; 663 NW2d 447 (2003) (quotation marks and citation omitted).][6]

Accordingly, the trial court abused its discretion by invalidating the prenuptial agreement on this basis.

D. DISCOVERY VIOLATIONS

Finally, while the court understandably expressed concern about the fairness of the agreement due to plaintiff's efforts to hinder disclosure of his financial information during discovery, it is unclear under what basis the court may have used this to invalidate the prenuptial agreement. As plaintiff argues, we find no authority allowing a court to invalidate a prenuptial agreement for a party's discovery violations.[7]

Defendant asserts the trial court essentially reasoned that plaintiff's discovery conduct presented a change in circumstances rendering the agreement unfair. Again, a prenuptial agreement may be voided "when the facts and circumstances are so changed since the agreement was executed that its enforcement would be unfair and unreasonable." *Reed*, 265 Mich App at 142-143. "To determine if a prenuptial agreement is unenforceable because of a change in circumstances, the focus is on whether the changed circumstances were reasonably foreseeable either before or during the signing of the prenuptial agreement." *Woodington*, 288 Mich App at

---

[6] In *Woodington*, 288 Mich App at 376, this Court remanded the case to the trial court to resolve an ambiguity in the prenuptial agreement. We note that here, the prenuptial agreement contains an arbitration provision, stating, "The parties agree that, in the event of divorce or separation, they will arbitrate whatever issues may be involved in said divorce, including child support, child custody, and other issues." Accordingly, if the trial court ultimately finds the agreement valid on remand, ambiguity questions may be resolved by an arbitrator in accordance with the agreement.

[7] Under MCR 2.313(B)(2), discovery sanctions may include, but are not limited to, striking pleadings, dismissal of the action, and prohibiting a party from introducing certain matters into evidence.

373. Though we doubt whether plaintiff's behavior could amount to a change of circumstances allowing for invalidation of the prenuptial agreement under the caselaw, the trial court did not cite this standard in its ruling or provide any related reasoning. Thus, we cannot determine whether the trial court abused its discretion on this basis.

Accordingly, we vacate the trial court's order invalidating the parties' prenuptial agreement and remand for the court to determine if the prenuptial agreement is valid in accordance with this opinion, providing further explanation for its analysis of the agreement's alimony provision. We do not retain jurisdiction.

/s/ Christopher M. Murray
/s/ Sima G. Patel
/s/ Kathleen A. Feeney