

**Commonwealth of Kentucky**  
**Court of Appeals**

NO. 2015-CA-001361-MR

GARY DONALD LANOUX

APPELLANT

v. APPEAL FROM KENTON CIRCUIT COURT  
HONORABLE CHRISTOPHER J. MEHLING, JUDGE  
ACTION NO. 14-CI-00816

PATRICIA S. LANOUX

APPELLEE

OPINION  
AFFIRMING

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BEFORE: COMBS, J. LAMBERT AND VANMETER, JUDGES.

VANMETER, JUDGE: Gary Donald Lanoux appeals from the Kenton Circuit Court's August 26<sup>th</sup>, 2015, Findings of Facts, Conclusions of Law and Order. For the following reasons, we affirm.

Gary and Patricia S. Lanoux were married for 26 years when Patricia filed for divorce on April 25, 2014. The parties entered into a Separation

Agreement, filed with the court on May 23, 2014, which divided the parties' assets, including the parties' marital residence. That property is addressed in paragraph 6 of the Separation Agreement:

The parties own real estate located at 15625 Parkers Grove Road, Morning View, Kentucky, 41063 on which there is no mortgage due and owing, however, Wife agrees to assume the equity line of credit held by Bank of Kentucky with a balance due and owing of approximately \$25,765.28 as of May 8, 2014. The parties further agree that Wife shall be responsible for any and all payments for taxes and insurance for the marital residence, and further agrees to hold Husband harmless therefrom. Husband agrees to execute a quitclaim deed relinquishing any interest he may have to said real estate within fourteen (14) days from the entry of the Decree of Dissolution.

Gary did not appear at the final hearing on the dissolution petition, and was unrepresented by counsel throughout the proceedings. Patricia testified at the final hearing that Gary earns approximately \$100,000 per year while she earns \$40,000 per year. An initial Findings of Fact, Conclusions of Law and Decree was entered in the case on June 12, 2014. In the distribution of marital property, Gary received an equipment trailer, a bobcat, a horse trailer, a flat-bed trailer, two vehicles, and a number of other items, all unencumbered by debt. Gary also received the entirety of his pension funds. Following the final hearing, in June 2014, Gary executed three quitclaim deeds pursuant to the Separation Agreement.<sup>1</sup>

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<sup>1</sup> The marital residence was divided into three parcels, deeded at 15265 Parkers Grove Road (the property including the marital home and a barn), 15665 Parkers Grove Road, and 15689 Parkers Grove Road, Morningview, KY 41063.

Each quitclaim deed included a fair market value certificate and listed a value for each parcel.

Eight months later, Gary retained counsel and filed a motion with the trial court requesting an order 1) dividing property not awarded in the Separation Agreement, namely the equity in the parties' marital residence; and 2) finding that the Separation Agreement was unconscionable. At the hearing on his motion, Gary argued that the Separation Agreement was unconscionable because Patricia handled the parties' finances prior to their separation, and he therefore had no knowledge of the value of the marital residence. On August 24, 2015, the trial court entered an order denying Gary's motion and holding that the Separation Agreement was not unconscionable and clearly awarded the marital residence to Patricia. From that order, Gary appeals.

On appeal, Gary again argues that the Separation Agreement is unconscionable, or, in the alternative, fails to award the marital residence and any equity therein to either party. Findings of fact shall not be set aside unless clearly erroneous. CR<sup>2</sup> 52.01. "The terms of a settlement agreement set forth in a decree of dissolution of marriage are enforceable as contract terms. The construction and interpretation of a contract is a matter of law and is reviewed under the *de novo* standard." *Money v. Money*, 297 S.W.3d 69, 71 (Ky. App. 2009) (internal citations omitted).

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<sup>2</sup> Kentucky Rules of Civil Procedure.

KRS<sup>3</sup> 403.180(2) states,

[i]n a proceeding for dissolution of marriage or for legal separation, the terms of the separation agreement, except those providing for the custody, support, and visitation of children, are binding upon the court unless it finds, after considering the economic circumstances of the parties and any other relevant evidence produced by the parties, on their own motion or on request of the court, that the separation agreement is unconscionable.

Settlement agreements in divorce cases may be set aside for unconscionability if the trial court determines that the terms are manifestly unfair or unreasonable, or if they are the result of fraud, undue influence, or overreaching. *Money*, 297 S.W.3d at 72.

Here, we agree with the trial court on both counts. Gary presented no evidence of unconscionability. The Separation Agreement contained a provision wherein each party, by signing, acknowledged that he or she fully understood all of the terms contained in the agreement, that the agreement constituted the entire understanding between the parties, and that he or she had the right to be represented by counsel. Hence, Gary cannot be excused from the agreement on grounds of ignorance or failure to read the documents he signed. Furthermore, the Separation Agreement disposed of a multitude of marital property. He also received the entirety of his pension funds, despite the parties' income disparity, and was freed of the debt associated with the equity line of credit on the marital residence. Thus, the award of the marital residence to Patricia does not render the Separation Agreement manifestly unfair or unreasonable.

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<sup>3</sup> Kentucky Revised Statutes.

We also find no ambiguity in the Separation Agreement with respect to the award of the marital residence. Paragraph 6 clearly awards the property to Patricia, and clearly indicates that Gary is surrendering all of his interest in the property to Patricia.<sup>4</sup> Gary's execution of the quitclaim deeds in June 2014 demonstrates that he was fully aware of these terms. "Absent an ambiguity in the contract, the parties' intentions must be discerned from the four corners of the instrument without resort to extrinsic evidence." *Money*, 297 S.W.3d at 72 (citing *Cantrell Supply, Inc. v. Liberty Mut. Ins. Co.*, 94 S.W.3d 381, 385 (Ky. App. 2002)). The trial court correctly held that the Separation Agreement clearly and unambiguously awarded the marital residence, and any equity contained therein, to Patricia.

For the foregoing reasons, the order of the Kenton Circuit Court is affirmed.

ALL CONCUR.

BRIEFS FOR APPELLANT:

Tasha K. Schaffner  
Florence, Kentucky

BRIEF FOR APPELLEE:

Wesley K. Williams  
Burlington, Kentucky

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<sup>4</sup> All rights to the property were surrendered, with the exception of a right of first refusal should Patricia choose to sell the property.