

ZORYANA KASPRYAK

Appellant

v.

MYKHAYLO STADARSKYY

: IN THE SUPERIOR COURT OF
: PENNSYLVANIA:
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: No. 2781 EDA 2025

Appeal from the Order Entered September 26, 2025
In the Court of Common Pleas of Philadelphia County Civil Division at
No(s): 250700810

BEFORE: DUBOW, J., NICHOLS, J., and MURRAY, J.

OPINION BY NICHOLS, J.:

FILED AUGUST 19, 2026

Appellant Zoryana Kaspryak, proceeding *pro se*, appeals the dismissal of her partition action against Appellee Mykhaylo Stadarskyy, her former spouse. Appellant claims that the trial court erred in dismissing her petition with prejudice because she lacked standing. We affirm.

The trial court provided the following relevant facts:

[The parties] were previously married and shared legal ownership of the property located at 736 Greymont St., Philadelphia (the Property). The parties filed for divorce in Potter County, Pennsylvania, and entered into a contemporaneous property settlement agreement [(PSA) on April 23, 2023. A]fter the divorce was finalized [on September 15, 2023, Appellant] filed this action seeking to partition the Property [on July 8, 2025].

Trial Ct. Op., 12/17/25, at 1-2, 4 (some formatting altered).

In seeking partition, Appellant alleged that the parties had “acquired ownership interest in the . . . Property during their prior relationship,” that “no legal action has removed [Appellant]’s name from the deed,” and that

Appellee “has failed to refinance, buy out, or sell the Property despite repeated requests.” Appellant’s Pet., 7/8/25, at 1 (some formatting altered).

Appellee filed preliminary objections, wherein he brought the parties’ PSA to the trial court’s attention. **See** Appellee’s Prelim. Obj., 9/1/25; **see also id.** at Ex. B. The PSA is a two-page document bearing the notarized signatures of both parties. **See** Appellee’s Prelim. Obj., 9/1/25, Ex. B. The PSA sets forth a division of then-jointly-owned property between the parties, namely three automobiles and the Property, and states, *inter alia*, that Appellee “shall have the sole and exclusive right, title and interest in and to the [Property], free and clear of any claim of [Appellant].” **See id.** at 1. The PSA provides that each party would be “solely responsible for any debts or liabilities associated with the property they have received pursuant to this agreement.” **Id.** (some formatting altered). Lastly, the PSA states that it “shall be binding upon . . . the parties.” **Id.** at 2. Appellee alleged in his preliminary objections that Appellant had “relinquished all ownership rights and interests in the [P]roperty” in the PSA and, therefore, “lacks standing to maintain an action in partition.” Appellee’s Prelim. Obj., 9/1/25, at 2-3 (unpaginated).

Appellant responded by stating, in relevant part, that the PSA “is not binding on title to the Property because the agreement was not incorporated into the divorce decree or other court order.” Trial Ct. Op., 12/17/25, at 1-2, 4 (some formatting altered); **see also** Appellant’s Ans., 9/7/25. On September 26, 2026, the trial court sustained the preliminary objections and

dismissed the partition action with prejudice. Trial Ct. Op., 12/17/25, at 2. Appellant did not seek to amend her pleadings; rather, Appellant filed a timely notice of appeal. Both Appellant and the trial court complied with Pa.R.A.P. 1925.

On appeal, Appellant raises the following claims, which we have reordered:

1. Whether the trial court abused its discretion by sustaining preliminary objections and dismissing the complaint with prejudice where genuine issues of material fact exist[] regarding the PSA's enforceability and Appellee's performance?
2. Whether the trial court abused its discretion by dismissing Appellant's complaint with prejudice and denying leave to amend under Pennsylvania's liberal amendment policy?
3. Whether the trial court committed an error of law by concluding that Appellant lacked standing to bring a partition action under Pa.R.C[iv].P. 1553, where Appellant remained a record title holder at the time the action was filed?
4. Whether the trial court erred as a matter of law by treating the [PSA] as a self-executing conveyance that divested Appellant of her ownership interest, in violation of the Statute of Frauds, 33 P.S. § 1?

Appellant's Brief at 5-6 (some formatting altered).

Prior to reviewing Appellant's claims, we first address whether they are preserved for appeal as "[i]ssues not raised in the trial court are waived and cannot be raised for the first time on appeal." Pa.R.A.P. 302(a). An appellant also waives her issues on appeal where she fails "to develop cognizable arguments with discussion and citation to relevant authority." ***Saber v. Navy Fed. Credit Union***, 350 A.3d 965, 970 (Pa. Super. 2026) (citations omitted);

see also *Wirth v. Commonwealth*, 95 A.3d 822, 837 (Pa. 2014) (holding that appellate courts may *sua sponte* find waiver for failure to adhere to Pa.R.A.P. 2119(a) regarding the argument section of their brief on appeal); Pa.R.A.P. 2119(a) (requiring the argument section of an appellate brief to contain discussion and citation to pertinent authority).

Here, addressing Appellant's first two claims, the record reflects that Appellant did not aver that any factual disputes remained outstanding, in either her petition or her answer to preliminary objections, nor at any time prior to filing her notice of appeal. **See generally**, Appellant's Pet., 7/8/25; Appellant's Ans., 9/7/25. Appellant also did not seek to amend her pleadings prior to seeking appeal. Accordingly, because Appellant did not raise these issues before the trial court, she has failed to preserve them for appeal and they are, therefore, waived. **See** Pa.R.A.P. 302(a).¹

In her remaining claims, Appellant argues that the trial court erred in concluding the PSA was an enforceable contract which had conveyed her interest in the Property to Appellee. **See** Appellant's Brief at 11-12, 14, 16, 18. Noting that she was still a record owner of the Property when she filed for partition, Appellant claims that she "remained a legal co-owner of the Property" because the parties' divorce decree did not incorporate or merge

¹ We note that Appellant has raised other issues on appeal (such as "duress, undue influence," and "lack of informed consent"), contending that "the trial court did not address these allegations substantively." **See** Appellant's Brief at 21. The record reflects that Appellant failed to present these issues to the trial court and, accordingly, failed to preserve them and they are, therefore, waived on appeal. **See** Pa.R.A.P. 302(a).

the PSA and, further, the parties had not executed a deed removing her as an owner of the Property. **Id.** at 12, 14 (citing **Brown v. Hall**, 435 A.2d 859 (Pa. 1985)). Appellant argues that the Statute of Frauds, 22 P.S. § 1, requires “a written instrument, such as a deed, to transfer an interest in land” and that the instrument must “be recorded in the office of the Recorder of Deeds to effectuate a transfer of legal title.” **Id.** at 12. Appellant also contends that 21 P.S. § 351 requires instruments conveying interests in land to be recorded. **See** Appellant’s Reply Brief, 3/11/26, at 6.

Appellant additionally argues that the PSA was not enforceable because it was an “unadjudicated” or “executory contract – a promise to perform in the future [and, therefore,] not a conveyance” of the Property. Appellant’s Brief at 12. Appellant contends that the PSA lacked “definite terms and mutual performance” and “cannot be enforced to defeat statutory rights” or “as a shield against legal claims.” **Id.** at 18. Appellant claims that Appellee had “materially breached” the terms of the PSA by failing to “refinance the mortgage.” **Id.** at 14. Ultimately, Appellant argues that dismissal with prejudice was an “inequitable” outcome that left her “financially responsible for a mortgage she could not control and a property she could not possess.” **Id.** at 16.²

² The PSA states that each party “shall be solely responsible for any debts or liabilities associated with the property they have received pursuant to this agreement.” Appellee’s Prelim. Obj., 9/1/25, Ex. B (some formatting altered).

Here, Appellant did contend below that, because the PSA “was never incorporated into a court order, nor approved by the court,” it had “no binding effect on title to the [P]roperty” and, consequently, she had standing to bring the partition action. Appellant’s Ans., 9/7/25. The record does not reflect, however, that the trial court had an opportunity to consider the arguments or purported authority that Appellant now presents to this Court on appeal. For example, Appellant never cited **Brown**, 22 P.S. § 1, or 21 P.S. § 351 to the trial court, nor did she challenge the validity of the PSA itself below; rather, her argument below was solely that the PSA could not affect title to the Property, without reference to any authority. Accordingly, Appellant has not preserved these issues for appellate review and they are, therefore, also waived. **See** Pa.R.A.P. 302(a).

Even if not disposed of pursuant to Rule 302(a) waiver, Appellant has failed to reference authority that supports her claims. The **Brown** opinion does not support Appellant’s claim that the PSA could not convey a land interest because it was not merged into the divorce decree. **See** Appellant’s Brief at 14; **see also Brown**, 435 A.2d at 861-62 (holding that, where a property settlement agreement has not been merged into a divorce decree, the parties continue to be liable to each other under the terms of the agreement and a court other than the one that issued the divorce decree may hear disputes about those terms).

In the same vein, while it is true that the Statute of Frauds generally requires ownership interests in land to be conveyed in a written instrument,

i.e., a writing signed by the party with an ownership interest, Appellant's next contention, that such an instrument must also "be recorded in the office of the Recorder of Deeds to effectuate a transfer of legal title," is not contained in the statute. Appellant's Brief at 12;³ **see also** 33 P.S. § 1. Likewise, Section 351 of Title 21 does not operate to invalidate a land conveyance if the conveyance is not recorded, as Appellant asserts. **See *MERSCORP, Inc. v. Delaware Cty.***, 207 A.3d 855, 868-70 (Pa. 2019) (holding that 21 P.S. § 351 "does not impose a mandatory duty to record" conveyances of interests in land; rather, "the process of recording a conveyance . . . is essentially a **service** purchasers and mortgage holders have a right to accept or decline" (citation omitted)).

Moreover, in addition to Appellant's misstatements and/or misrepresentations of authority, Appellant's reply brief contains citations that have no connection to their captions. **See** Appellant's Reply Brief, 3/11/26,

³ Even if Appellant's claims were not waived, her reliance on the Statute of Frauds, considering only the contention supported by the language of the statute, is misplaced. As noted earlier, the PSA is a written instrument, executed with the notarized signatures of Appellant and Appellee. **See** Appellee's Prelim. Obj., 9/1/25, Ex. B. The PSA accordingly meets the conditions set forth in the Statute of Frauds for an effective conveyance of an interest in land. **See** 33 P.S. § 1. This statute therefore reinforces Appellee's contention, as well as the trial court's conclusion, that the PSA effectuated a transfer of Appellant's interest in the Property to Appellee. **See id.** Likewise, Section 351 of Title 21 does not support Appellant's contention that a written instrument conveying an interest in land must be recorded to be effective. **See *MERSCORP, Inc.***, 207 A.3d at 868-70. Appellant's claims would therefore also fail on the merits.

at 5, 7. Specifically, Appellant cites to “**General Fin. Co. v. Archetto**, 167 A.2d 306 (Pa. Super. 1961)” and “**Lowrey v. Eastaff**, 860 A.2d 533 (Pa. Super. 2004).” **See id.** (some formatting altered). These citations are so nonsensical and disconnected from Appellant’s claims that we conclude that they are hallucinated citations.⁴

To the extent that Appellant has employed generative artificial intelligence (“generative AI” or “GAI”) tools to draft her brief, as indicated by her repeated misrepresentations of the meaning of valid statutes and precedential opinions as well as her reliance on hallucinated authority, we note that

the use of GAI to draft legal filings (including by *pro se* litigants), without verification of the accuracy of the content so produced, may lead to misstatements and/or misrepresentations of legal authority. . . [and,] if further disseminated, would undermine the sense of accuracy and reliability of the law they purport to reference.

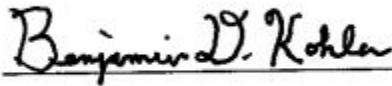
See Saber, 350 A.3d at 969 n.4.

⁴ We note that the Atlantic Reporter citation “167 A.2d 306” leads to a Pennsylvania Supreme Court opinion, **Slott v. Plastic Fabricators, Inc.**, 167 A.2d 306 (Pa. 1961), not to a Pennsylvania Superior Court opinion captioned “**General Fin. Co. v. Archetto**” as Appellant states. The closest approximation to “**General Fin. Co. v. Archetto**” is an opinion issued by the Supreme Court of Rhode Island, not any opinion of this Commonwealth. **See General Finance Corp. v. Archetto**, 176 A.2d 73 (R.I. 1961). The Atlantic Reporter citation “860 A.2d 533” leads to **Commonwealth v. duPont**, 860 A.2d 525 (Pa. Super. 2004), and not, as Appellant states, to “**Lowrey v. Eastaff**.” In fact, “**Lowrey v. Eastaff**” appears to be an entirely fabricated caption, coupled with a hallucinated citation.

After our review of Appellant's filings on appeal, we find that Appellant has not referenced **any** relevant authority to support her arguments. Further, Appellant has misrepresented and/or misstated authority and fabricated authority. Accordingly, Appellant has also waived her claims by failing to cite to pertinent authority in her appellate brief. **See *Saber***, 350 A.3d at 970; ***Wirth***, 95 A.3d at 837; Pa.R.A.P. 2119(a).

Order affirmed. Jurisdiction relinquished.

Judgment Entered.

A handwritten signature in black ink that reads "Benjamin D. Kohler". The signature is written in a cursive style and is positioned above a horizontal line.

Benjamin D. Kohler, Esq.
Prothonotary

Date: 8/19/2026