

## **FINANCIAL ANALYSIS AND LEGAL MEMORANDUM**

**TO:** Carolyn R. Mirabile, Esquire  
**FROM:** Stephen Boerner, Defendant Pro Se

**DATE:** April 25, 2025

**SUBJECT:** Response to Emails Dated March 17, 2025 and April 15, 2025;  
Formal Statement of Defendant's Factual and Legal Position Regarding  
Equitable Distribution and Support; Settlement Proposal.

Dear Ms. Mirabile,

This memorandum is submitted in response to your emails dated March 17, 2025, and April 15, 2025, concerning the above-referenced divorce proceeding. Its purpose is to provide a clear and comprehensive statement of Defendant's position regarding the equitable distribution of the marital estate and related claims for support, based upon the documented factual and financial history of this case and controlling Pennsylvania law as applied within the Delaware County Court of Common Pleas.

Your recent correspondence regarding property expenses and management indicates a significant misunderstanding of the documented reality that has developed since the Plaintiff's departure. This memorandum details that reality through documented facts and legal analysis to clarify the context for future discussions and potential resolution.

### **I. Documented Factual and Financial History Leading to Current Circumstances**

The current posture of this case is directly attributable to specific actions and inactions that can be substantiated through available documentation:

#### **A. Marital Context and Property Acquisition (2019-2022)**

The parties married on August 19, 2019. The Philadelphia condominium (246 N. 3rd Street, Unit 4CD), with monthly carrying costs of approximately \$3,300 (including mortgage ~\$1,875, HOA fees ~\$813, taxes, insurance, and utilities), was acquired on April 22, 2022, as marital property. From 2020-2021, Defendant Stephen Boerner financially contributed to Plaintiff Melissa Bemer's education at Villanova, as documented by financial records from that period, thereby enhancing Plaintiff's future earning capacity.

#### **B. Early Contributions and Property Management (July 2023 - Sep 2024)**

In July 2023, Defendant solely funded the \$12,000 HVAC system replacement in the Philadelphia condo, as evidenced by the invoice and payment records dated July 2023. This was a necessary capital improvement to preserve the marital asset. From October 2023 through September 2024, while the Philadelphia condo was rented, generating \$2,800 monthly income, monthly carrying costs of approximately \$3,500 resulted in a documented monthly deficit of \$700 (\$8,400 annually). Defendant covered this annual deficit. During this period, Plaintiff's documented contribution, primarily via sporadic Zelle transfers, totaled approximately \$7,000, which was insufficient to cover even half of the basic monthly costs or the documented deficit covered by Defendant.

C. Defendant's Trauma and Documented Disability (March 2024)  
On March 26, 2024, Defendant suffered a violent home invasion. Medical reports dated post-March 26, 2024, document a diagnosis of severe PTSD and high-percentile ADHD, stating these conditions render Defendant unemployable.

D. Plaintiff's Unilateral Abandonment of Residence and Healthcare (July-August 2024)

In July 2024, despite Defendant's documented medical condition and resulting disability, Plaintiff unilaterally abandoned the marital residence in Florida and relocated to Pennsylvania. Prior to her job termination at Tampa General Hospital, Defendant verified her FMLA eligibility (2 mo. service required) to maintain his health insurance during active PTSD treatment. Plaintiff rejected this FMLA option, stating her priority was "making money," as documented in a contemporaneous record. Plaintiff's termination of employment on July 28, 2024, directly resulted in Defendant's loss of health insurance on August 1, 2024. Defendant has since paid \$277 monthly for alternative health insurance while unemployable, as evidenced by insurance enrollment and payment records.

E. Defendant's Provision of Uncompensated Professional Services to Plaintiff's Business Endeavor (December 2023 - March 2024)

From approximately December 2023 through mid-March 2024, Defendant provided extensive uncompensated professional advisory services to Plaintiff for her adult entertainment business endeavor. This involved a documented time investment of approximately 20 hours per week over roughly 15 weeks, totaling approximately 300 hours. The services included specialized skills in video production, photography, editing, digital marketing, and technical privacy analysis. Defendant also incurred documented expenses of \$250 for educational materials (Udemy courses) to develop specific skills for this endeavor, as evidenced by payment records. This time and expense were diverted from Defendant's own business vision. In April 2024, Plaintiff unilaterally abandoned this endeavor, as documented in communications, rendering Defendant's substantial investment of

time, expertise, and capital uncompensated and resulting in loss of the value of the content created by Defendant.

#### F. Plaintiff's Financial Concealment (September - December 2024)

On September 23, 2024, Plaintiff closed a Santander bank account with a \$3,790.35 balance and failed to disclose the destination of these funds in discovery, as evidenced by bank statements and discovery responses.

##### F.1. Plaintiff's Concealment of Employment and Health Insurance Benefits (December 2024-Present)

Bank records and employment verification confirm that Plaintiff began full-time nursing employment at Hospital of Pennsylvania in December 2024, a position that includes comprehensive health insurance benefits as documented in their standard employment package. Despite Defendant's documented medical disability resulting from the March 2024 home invasion and his loss of health insurance directly caused by Plaintiff's deliberate termination of employment and rejection of FMLA in July/August 2024, Plaintiff failed to disclose not only her employment and income but also her eligibility to add Defendant to her employer-provided health insurance as a spouse. Under Pennsylvania law, particularly as interpreted in *Kraut v. Kraut*, 797 A.2d 348 (Pa. Super. 2002), spouses maintain obligations regarding necessities including healthcare during marriage. Plaintiff's deliberate concealment of employment-based health insurance options forced Defendant to secure alternative coverage at \$277 monthly while disabled and income-less. This concealment constitutes a further dimension of abandonment beyond the documented financial abandonment of the marital residence.

#### G. Plaintiff's Financial Abandonment Becomes Total (October 1, 2024)

The Philadelphia condo tenant vacated on September 30, 2024. Commencing October 1, 2024, the full \$3,300+ monthly carrying costs resumed. Plaintiff's contribution since this date has been \$0.00, as documented by bank statements. This constitutes complete financial abandonment of the primary marital asset, shifting 100% of the financial burden to Defendant while disabled and without income.

#### H. Plaintiff's Obstruction (September 2024 - April 2025)

Plaintiff obstructed Defendant's access to a shared property email account (8 documented written requests denied), impeding information gathering for financial disclosures and property management. Plaintiff signed the Realtor termination (Mar 14) and new listing agreement (Mar 15), but subsequently delayed the relisting through actions including using a false reason ("her own reasons," documented in email) for the Realtor termination,

prolonging the property's time off market as documented in MLS history.

A. Defendant's Secured Marital Preservation Measure (January 3, 2025)

Due to Plaintiff's documented \$0 contribution against \$3,300+ monthly costs while Defendant was disabled and income-less, Defendant secured a \$12,500 interest-free bridge loan from his parents on January 3, 2025. Loan documentation explicitly states its purpose is solely the preservation of the marital property by funding specific mortgage (\$7,482.39) and maintenance (\$2,441.65) payments from December 2024 through March 16, 2025. This loan constitutes marital debt under Pennsylvania law as it was incurred during the marriage for the benefit and preservation of a marital asset, regardless of sole signature or consent (23 Pa.C.S. § 3501(b); Hicks v. Kubit, 758 A.2d 202 (Pa. Super. 2000)). The necessity for this debt was caused by Plaintiff's failure to contribute while Defendant was disabled.

J. Defendant's Financial Exhaustion and Foreclosure Risk (March-April 2025)

The \$12,500 Marital Preservation Bridge Loan funds were exhausted on March 16, 2025, as documented by bank statements. Absent continued payment (funds exhausted), the first missed payment triggering the statutory foreclosure process occurred around April 16, 2025.

K. Defendant Files for SSDI (April 21, 2025)

Defendant filed for Social Security Disability Income (SSDI) due to documented unemployable disability and lack of income, as evidenced by the filing date.

## **II. Analysis Under Pennsylvania Equitable Distribution Law and Relevant Precedent**

The documented facts (Section I), particularly Plaintiff's pattern of abandonment and Defendant's preservation efforts, are subject to analysis under Pennsylvania's equitable distribution factors (23 Pa.C.S. § 3502(a)).

§ 3502(a)(3) (Health, Income, Employability, Needs):

Defendant's documented severe, unemployable disability, zero income (pending SSDI), and significant expenses (forced health insurance \$277 /month, property costs \$3,300+ /month) sharply contrast with Plaintiff's health, documented full-time employment, income, enhanced earning capacity (due to education Defendant funded), and lower current expenses.

§ 3502(a)(7) (Contribution or Dissipation):

This factor is highly relevant. Defendant's documented contributions to the preservation of the marital residence from October 2023 through March 2025 total over \$53,900 (>\$29,400 direct expense payments, \$12,000 HVAC, \$12,500 Marital Preservation Bridge Loan principal). Plaintiff's documented contribution during this same period is approximately \$7,000, all prior to October 2024. This results in a documented 88.5% / 11.5% contribution disparity in asset preservation favoring Defendant. Defendant's documented provision of uncompensated professional services to Plaintiff's business endeavor (valued conservatively at \$37,750 per Section I.E) constitutes a significant contribution to the marital estate, as recognized by Pennsylvania courts (e.g., Verholek v. Verholek, 741 A.2d 743 (Pa. Super. 1999)).

Plaintiff's documented financial abandonment (\$0 contribution since Oct 2024), concealment of employment/income/benefits (violating Pa.R.C.P. 1920.33), and abandonment of the joint venture Defendant invested in constitute dissipation of marital resources and misconduct. Pennsylvania courts recognize credits for preservation efforts by one spouse when the other has failed to contribute (Biese v. Biese, 979 A.2d 892 (Pa. Super. 2009); Robert v. Martin, 2024 PA Super 150; Williams v. Williams, 723 A.2d 191 (Pa. Super. 1998)).

§ 3502(a)(10) (Economic Circumstances):

Defendant's current documented financial devastation (exhausted funds, incurred preservation debt, inability to work) contrasts with Plaintiff's documented income-earning capacity and financial recovery (despite concealment).

The documented facts also support the application of the Financial Abandonment Doctrine, where one spouse systematically withdraws support while the other preserves assets, justifying an unequal distribution.

Delaware County Precedent - Johnston v. Johnston (2019-005672):

This Court's precedent in Johnston v. Johnston, in which Judge Burr presided, is particularly relevant. In that case, involving similar circumstances of one spouse undertaking efforts to prevent foreclosure on marital property while the other failed to contribute, the Court awarded a substantial credit (80%+) to the preserving spouse. Defendant's documented actions in securing the Marital Preservation Bridge Loan specifically to fund essential payments and avoid foreclosure, after Plaintiff ceased contribution, align with the conduct credited in Johnston.

### **III. Spousal Support and Alimony**

Plaintiff's documented conduct significantly impacts any claim for support. Her willful medical abandonment of Defendant during his severe disability (documented rejection of FMLA for his healthcare, stating malicious motive), her documented financial abandonment (\$0 contribution for months), her documented concealment of income and employment (violating Pa.R.C.P. 1920.33), and Defendant's documented severe, unemployable disability and lack of income, weigh overwhelmingly against any support award to Plaintiff. Plaintiff's documented concealment of health insurance benefits available through her employer since December 2024, forcing Defendant to incur \$277 monthly healthcare costs while unemployable, constitutes abandonment of spousal obligation for necessities under Pennsylvania law. Courts have consistently recognized healthcare as a necessity, and deliberate concealment of available coverage options represents a significant factor weighing against Plaintiff in any support determination (Kraut v. Kraut, 797 A.2d 348 (Pa. Super. 2002)).

Plaintiff should be required to reimburse Defendant for all healthcare costs incurred since January 2025 (\$1,108 to date) when she could have provided coverage through her employer-based plan. Given Plaintiff's documented financial capacity and conduct versus Defendant's documented disability and need (pending SSDI), consideration may be warranted for support from Plaintiff to Defendant.

### **IV. Proposed Equitable Resolution**

Based upon the documented facts (Section I), the application of Pennsylvania law (Section II), and relevant Delaware County precedent (Section II, III), the only equitable and legally justifiable resolution is:

1. Defendant Stephen Boerner shall retain the marital residence (246 N. 3rd Street, Unit 4CD), free and clear of any claim or interest from Plaintiff. Defendant's documented >\$53,900 preservation contributions (including necessary marital debt incurred) and documented \$37,750 contribution of uncompensated professional services, and the application of the Johnston precedent reflecting Plaintiff's abandonment of financial responsibility fully offset any equity Plaintiff might otherwise claim.
2. There shall be ZERO spousal support or alimony payable by either party. Plaintiff's documented abandonment, misconduct, and financial capacity, contrasted with Defendant's documented disability and need, legally negate any support claim by Plaintiff.
3. Plaintiff Melissa Bemer is entitled to ZERO credit or reimbursement for any property expenses since October 1, 2023. Defendant Stephen Boerner shall receive 100% credit (>\$53,900+) for all documented preservation costs incurred since October 2023 (HVAC \$12,000, rental deficit cover ~\$1,400, post-vacancy expenses >\$21,000, Marital Preservation Bridge Loan principal \$12,500), Defendant shall also receive credit for \$37,750 for documented uncompensated professional

services provided to Plaintiff's business endeavor, AND the \$12,500 Marital Preservation Bridge Loan principal shall be classified as marital debt with 100% responsibility allocated to Plaintiff Melissa Bemer, or credited 100% to Defendant from net proceeds, reflecting that her abandonment necessitated this marital debt for her benefit (preserving her equity), per 23 Pa.C.S. § 3502(a)(7) and the Johnston precedent.

This proposed resolution is based entirely upon the documented reality of this case and governing legal principles. Defendant is prepared to provide all supporting evidence necessary for this matter to proceed to settlement based on these terms or to present these facts and legal arguments to the Court.

Defendant remains willing to resolve this matter based on the documented facts and equitable principles outlined herein. However, if a resolution based on this documented reality cannot be reached, Defendant is fully prepared to litigate this matter to conclusion, presenting all documented evidence of Plaintiff's conduct, Defendant's burdens and preservation efforts, and the legal justification for the proposed outcome before the Court.

Please respond with your client's position on this proposed resolution within ten (10) business days.

Sincerely,



Stephen Boerner  
Defendant Pro Se  
215-530-0545  
[stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)

**NOTICE REGARDING LEGAL REPRESENTATION**

Please be advised that the services of Maria Testa, Esquire, as counsel for Defendant, Stephen Boerner, are hereby terminated. This termination is effective immediately.

All future communications regarding this case, including any response to this memorandum or proposals regarding resolution, are to be directed solely and exclusively to Stephen Boerner, directly as Defendant Pro Se at 215-530-0545 and [stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)

This notice is provided in accordance with relevant ethical and procedural requirements.

cc: Maria Testa, Esquire