

COMPREHENSIVE TIMELINE OF EVENTS

PRE-TRAUMA PERIOD

December 2023:

Stephen loses his job, previously earning approximately \$250,000/year.

Stephen and Melissa were living together in St. Petersburg, Florida.

January-March 2024:

Marriage described as "very good" during this period.

Both Stephen and Melissa began pursuing new business ventures.

Stephen focused on online education and AI.

Melissa explored content creation business (OnlyFans).

Stephen provided significant support to Melissa's business venture.

Video evidence exists showing a happy couple during this period.

TRAUMA PIVOT POINT

March 26, 2024:

Critical incident: Home invasion occurs while in Florida.

Violent nature of the incident leads to significant psychological impact.

This event becomes the clear demarcation line in their marriage.

POST-TRAUMA DETERIORATION

April 2024:

Stephen is diagnosed with PTSD directly related to the home invasion.

Also diagnosed with ADHD (testing in the 99th percentile).

Medical documentation establishes the connection between the invasion and diagnosis.

Melissa begins disengaging from her business venture plans.

May 2024:

Melissa begins employment at Tampa General Hospital.

Stephen begins receiving medical care through her health insurance.

PTSD symptoms continue affecting Stephen's ability to work.

June 2024:

Melissa attends mental health appointments with Stephen.

Medical records document her awareness of Stephen's condition.

Stephen continues experiencing an inability to return to full-time work.

Early July 2024:

Melissa voices desire to quit her job at Tampa General.

Stephen researches FMLA options and contacts her employer.

Discover she qualifies after a 2-month employment period (not 12 months).

Stephen presents FMLA as an option for 12 weeks unpaid leave with continued benefits.

Melissa emphatically rejects the FMLA option despite Stephen's pleas.

Melissa explicitly prioritizes income over Stephen's medical treatment needs.

July 28, 2024:

Melissa abruptly quits her job at Tampa General Hospital.

This terminates the health insurance covering Stephen's PTSD treatment.

Melissa fails to inform Stephen beforehand of this decision.

Melissa returns to Pennsylvania, leaving Stephen in Florida.

Stephen assumes responsibilities for handling the move and rental obligations.
August 2024:

Stephen's health insurance coverage ends.
Stephen manages the move from Florida to Pennsylvania independently.
Financial burden increases due to loss of insurance during active treatment.

PROPERTY LISTING HISTORY

July 12, 2024:

Property at 246 N. 3rd Street, Unit #4CD, Philadelphia listed for sale.
Listed with Juliana Martell of Kurfiss Sotheby's International Realty.
January 14, 2025:

Renewal listing agreement executed (DocuSign ID: F173B3F3-39A8-428F-8C12-8406B329FA91).

Realtor presents as mere "\$1,000 price adjustment".

Actually constitutes a new six-month term at reduced listing price (\$433,000).

Text messages document this misrepresentation:

Juliana (Jan 13): "I feel a small (even if \$1000) sales price reduction would be a good refresherâ€¦!"

Juliana (Jan 14): "Ok let's start with the \$1000 reduction - I'll send a new contract shortly."

Juliana (Jan 15): "Melissa - please sign the contract when you can for the new price, Steve signed last night."

February 11, 2025:

Realtor states contradictory position about pricing: "I don't think it is a pricing issue - based on comps this is really well priced. I think it is a condition issue".

This contradicts earlier statement that the previous difficult sale was "partly due to starting out entirely too high price wise".

Property remains unsold at 200+ days on market with no offers.

February 13, 2025:

HOA delinquency documented at \$2,872.64 (noted by HOA Manager Karen Oglesby).

Realtor, as HOA Board Member, has knowledge of this delinquency but fails to disclose conflict.

February-March 2025:

Property reaches 230+ days on market with no offers.

Independent real estate appraisals confirm the property is overpriced.

Realtor continues recommending insufficient price adjustments.

March 6, 2025:

HOA delinquency increases to \$3,187.72.

Realtor continues serving dual role as listing agent and HOA Board member.

No disclosure of this conflict of interest is made.

RECENT CRITICAL EVENTS

Recent (Exact Date Not Specified):

Stephen secures a \$12,500 bridge loan for property expenses.
Loan specifically covers fixed monthly costs of \$3,470.
Covers payment period from January-March 16, 2025.
Documentation specifies this as marital debt for marital asset preservation.
February 26-Present (Approximately):

Stephen's attorney becomes non-responsive (13+ days).
Stephen forwards wife's settlement proposals to the attorney without response.
Multiple attempts to contact the attorney are unsuccessful.
Legal representation effectively abandoned during the financial emergency.
March 10, 2025:

Stephen sends a formal termination demand to realtor Juliana Martell.
Letter cites conflict of interest, misrepresentation, and negligent management.
Demands termination by 7:00 PM on March 10, 2025.
Juliana responds with termination agreement (CLC form).
Agreement states: "As of 6:59PM on 3/10/25 the listing contract for both rent and for sale are hereby terminated".
Document signed by realtor on March 10, 2025.
CURRENT SITUATION (MARCH 11, 2025 - MORNING)

March 11, 2025:
Termination agreement has been received but not yet signed by Stephen.
Melissa has received Stephen's termination letter.
Melissa has indicated she will take the matter to her lawyer.
Final bridge loan payment covers property expenses through March 16, 2025.
Stephen plans to cease payments after March 16, leading to the first default on April 16, 2025.
Stephen is preparing communication to Melissa regarding the bridge loan and imminent default.
Need to file SSDI application citing March 26, 2024 home invasion.
Need to establish unilateral authority under PA statutes 23 Pa.C.S.A. Â§ 3501(a) and Â§ 3502(a).
Need to engage a new realtor with an aggressive price reduction strategy.

PROJECTED FINANCIAL CRISIS TIMELINE

March 16, 2025:

Final covered payment period from the bridge loan ends.
March 17, 2025:

First day of unpaid statement period begins.
April 16, 2025:

First missed payment/default occurs.
Foreclosure timeline begins under Pennsylvania law.
April-July 2025 (Approximate):

Pennsylvania Act 91 Notice sent within 30 days of default.
30-day right to cure period follows.

Foreclosure complaint can be filed after the right to cure period.
Sheriff's sale approximately 60-90 days after the complaint.
Total equity loss estimated at \$90,000-\$143,500 if foreclosure proceeds.

Marriage & Property Acquisition Period

1. **Marriage Commencement** - August 19, 2019
2. **Initial Property Purchase** - April 15, 2022
3. **Property Deed Consolidation** - April 22, 2022

Pre-Separation Financial Period

4. **HVAC System Replacement** - July 2023
- \$12,000 paid entirely by Stephen
5. **Philadelphia Property Rental Start** - October 1, 2023
- 12-month lease generating \$2,800/month
6. **Florida Rental Commencement** - October 31, 2023
- \$45,000 total term rental
7. **Stephen's Employment Loss** - December 2023
- Previously earning \$250,000/year

Medical Crisis & Pre-Separation Period

8. **Period of Marital Harmony** - January-March 2024
- Joint plans discussed for long-term residence
9. **Traumatic Home Invasion** - March 26, 2024
- Armed home invasion in Florida
- Emotional and psychiatric deterioration begins
- Melissa directs medical decision-making
10. **PTSD and ADHD Diagnosis** - April 2024
- Medication adjustments made under Melissa's influence as an RN

Financial Manipulation Period

11. **PNC Joint Account Initial Manipulation** - April 14-15, 2024
- April 14: Melissa deposits half the mortgage into joint account
- April 15: Melissa withdraws the exact amount, nullifying contribution
12. **Limited Financial Contribution Period** - April-July 2024
- Melissa contributes only \$4,500 toward Florida lease
13. **Secret Divorce Planning** - May-June 2024
- Melissa initiates shift toward financial independence
- Melissa consults Pennsylvania legal counsel discreetly
- Melissa begins planning return to Pennsylvania

Separation and Initial Proceedings

14. **Marital Separation** - July 2024

- Melissa relocates to parents' residence in Wayne, PA
- 15. ****Initial Property Listing**** - July 22, 2024
 - Philadelphia condo listed at \$465,000
- 16. ****Employment and Insurance Termination**** - July 28, 2024
 - Melissa resigns from Tampa General Hospital
- 17. ****Health Insurance Loss**** - July 29, 2024
 - Stephen's health insurance coverage terminated during active PTSD treatment
- 18. ****Divorce Filing**** - Late July 2024
 - Filed in Delaware County Court of Common Pleas
- 19. ****Venmo Fund Withdrawal**** - August 14, 2024
 - \$4,500 cashout from joint funds
- 20. ****First Price Reduction**** - August 19, 2024
 - Property price lowered to \$460,000
- 21. ****Self-Payment from Santander**** - August 19, 2024
 - \$1,500 check written to herself with no memo
- 22. ****Check Deposit to Hidden Account**** - August 20, 2024
 - Check deposited to undisclosed banking institution
- 23. ****Pennsylvania Nursing License Reinstatement**** - September 3, 2024
 - Preparation for Pennsylvania employment
- 24. ****Second Price Reduction**** - September 12, 2024
 - Property price lowered to \$450,000
- 25. ****Santander Account Closure**** - September 23, 2024
 - Withdrawal of \$3,790.35 with account closure
- 26. ****Venmo Account Closure**** - September 25, 2024
 - Final withdrawal matches Santander total
- 27. ****Financial Contribution Refusal**** - Late September 2024
 - Melissa rejects request for contribution to condo expenses
- 28. ****Tenant Vacation**** - September 30, 2024
 - Eliminating \$2,800/month rental income

Financial Deterioration Period

- 29. ****Financial Contribution Cessation**** - October 1, 2024
 - Melissa stops all financial contributions to Philadelphia property
- 30. ****Third Price Reduction**** - October 15, 2024
 - Property price lowered to \$435,000
- 31. ****New Legal Representation Search**** - November 2024
 - Stephen seeks new representation in Pennsylvania
- 32. ****Fourth Price Reduction**** - December 1, 2024
 - Property price dropped to \$434,000
- 33. ****Melissa's New Employment**** - Early December 2024
 - Begins work at Hospital of Pennsylvania
- 34. ****Financial Disclosures Submission**** - December 2024
 - Submitted without attorney review"violates standard practice
- 35. ****Financial Disclosure Deadline**** - December 31, 2024
 - Mandatory Rule 1920.33 financial disclosures due

Emergency Financial Measures Period

- 36. ****Bridge Loan Acquisition**** - January 3, 2025
 - \$12,500 secured after no offers received on property
- 37. ****Listing Agreement Renewal**** - January 14, 2025
 - Renewed at \$433,000

- 38. ****Realtor Strategy Revelation**** - February 11, 2025
 - Realtor admits contradictory pricing rationale in email
- 39. ****HOA Delinquency Documentation**** - February 13, 2025
 - Documented at \$2,872.64
- 40. ****HOA Payment Agreement**** - February 14, 2025
 - Email confirming HOA dues "can come out of settlement"
- 41. ****Initial Settlement Proposal**** - February 25, 2025
 - Melissa sends unsolicited proposal for 50/50 asset split
- 42. ****Counter Proposal**** - March 3, 2025
 - Melissa sends counterproposal to her own initial proposal
- 43. ****Settlement Ultimatum**** - March 5, 2025
 - Melissa sends ultimatum with March 7 deadline
- 44. ****HOA Delinquency Increase**** - March 6, 2025
 - Increased to \$3,187.72
- 45. ****Realtor Termination**** - March 10, 2025
 - Termination demand letter sent; agreement countersigned at 6:59 PM
- 46. ****Final Mortgage Payment**** - March 11, 2025
 - Last payment made; notice of impending default sent to Melissa
- 47. ****Realtor Cooperation Deadline**** - March 13, 2025
 - Deadline for Melissa's cooperation with termination agreement
- 48. ****Fifth Price Reduction**** - March 15, 2025
 - Property price dropped to \$399,000
- 49. ****Bridge Loan Depletion**** - March 16, 2025
 - End of bridge loan coverage; last covered mortgage period

Imminent Foreclosure Period

- 50. ****Current Listing Price Adjustment**** - April 10, 2025
 - Property listed at \$389,900
- 51. ****PNC Joint Account Transaction**** - April 14-15, 2025
 - Deposit and same-day withdrawal of \$1,247.10
 - Email from opposing counsel sent
- 52. - The current mortgage payment remains outstanding, constituting a delinquency despite all prior obligations having been satisfied. An \$80 late fee has been assessed; however, this status does not yet initiate formal default proceedings. April 17, 2025
- 53. ****Sixth Price Reduction**** - April 18, 2025
 - Price further reduced to \$389,900
- 54. ****SSDI Application Filing**** - April 20, 2025
 - Based on documented PTSD/ADHD disability
- 55. ****Foreclosure Process Initiation**** - April-July 2025
 - Pennsylvania Act 91 Notice (expected within 30 days of default)
 - 30-day right to cure period
 - Foreclosure complaint filing
 - Sheriff's sale scheduling (approximately 60-90 days after complaint)
 - Projected equity loss: \$90,000-\$143,500
 - Estimated foreclosure sale price: 60-70% of market value