

Financial Disclosure Analysis and Legal Implications:

In Re Marriage of Bemer - Property
Contribution Discontinuation during
Delaware County Divorce Proceedings

This investigative report details the following:

1. Timeline of Events
2. Financial Disclosure Irregularities
3. Property Contribution Analysis
4. Financial Analysis and Legal Implications of Melissa A. Bemer's Discontinuation of Contributions to a Jointly Owned Condominium During Divorce Proceedings in Delaware County, Pennsylvania

Overview:

This investigative report examines the legal and financial ramifications of Melissa A. Bemer's unilateral discontinuation of financial contributions to a jointly owned condominium at 246 N. 3rd St. #4CD, Philadelphia, PA 19106, following her filing for divorce in Delaware County, Pennsylvania.

The analysis integrates a detailed financial timeline of Melissa's Zelle and Venmo transactions from her Santander bank statements (12/21/21 to 09/30/24) with Pennsylvania family law principles under Title 23 of the Pennsylvania Domestic Relations Code.

The report focuses on the rights and obligations of both parties, court expectations, typical judgments, and the legal implications of Melissa's actions, particularly from October 1, 2024, onward, during the divorce proceedings.

Timeline of Key Events:

The following timeline is constructed based on the provided scenario details and cross-referenced with the financial transaction data:

- August 19, 2019: Melissa A. Bemer and her husband (referred to as "Husband") marry.
- April 15, 2022: The couple purchases the condominium at 246 N. 3rd St. #4CD, Philadelphia, PA, as a marital property, holding it as tenants by the entirety.
- December 2021–September 2023: Melissa resides at the Philadelphia condominium, as indicated by her bank statements addressed to 246 N. 3rd St. #4CD, Philadelphia, PA 19106
- October 1, 2023: The couple moves to a rental property in Gulfport, Florida, and leases the Philadelphia condominium to tenants for 12 months (October 1st, 2023 until September 30, 2024), generating \$2,800 monthly rental income.
 - Fixed and variable costs for the condo average \$3,500 per month, resulting in a \$700 monthly deficit (\$3,500 - \$2,800) that Husband covers.
- October 31st, 2023: Change of Address and Primary Residence. Living in Florida with their husband, Melissa's new primary address is changed to an address to 2649 Tifton St. S Gulfport, FL 33711.
 - Melissa signs lease with husband for 2649 Tifton St. S. Gulfport, FL 33711 with lease term starting October 31st, 2023 and concluding August 31st, 2024.
 - Driver's license change occurring on December 22nd, 2023
- March 26, 2024: Husband experiences a violent home invasion in Florida, leading to a diagnosis of PTSD and ADHD on June 12, 2024, which renders him unable to work and now reliant on a pending federal Social Security disability claim.
- July 2024: Melissa and Husband separate. Melissa leaves Florida taking the single mode of transportation purchased

by Stephen Boerner prior to marriage commencing, a 2015 Jeep Grand Cherokee, and moves to her parents' home in Wayne, PA, and quits her nursing job in Florida on, or around, July 29, 2024.

- The terms of Melissa's employment related to healthcare benefits was that medical benefits terminate the last day of the month the employee voluntarily quit employment. Thus, her termination date of employment, being 100% voluntary, terminated her Husband's access to employer-provided health insurance benefits (including medications and therapy) as of August 1, 2024.
- July 22, 2024: The condominium is listed for sale.
- Late July 2024: Melissa files for divorce in Delaware County, PA, as the plaintiff, serving Husband as the defendant at their Florida rental address where the husband still resided full-time.
- Late September 2024: Husband emails Melissa, reminding her that rental income will cease on October 1, 2024, and that the condo's \$3,500 monthly costs will need to be covered until the property sells.
 - Melissa responds, refusing to contribute, insults her Husband for raising the issue, and accuses him of showing his "true colors."
- September 30, 2024: Tenants vacate the condominium, ending the \$2,800 monthly rental income.
- October 1, 2024: Melissa maintains a zero-dollar financial contribution strategy towards the fixed and variable costs to maintain the jointly owned marital property - the Philadelphia condo, leaving her Husband to cover the full \$3,500 monthly costs.
- September 23, 2024: Melissa closes her Santander bank account with a \$3,790.35 withdrawal on 09/23/24, leaving no further financial records available. The "Ending Balance" per the Santander banking records submitted in the financial disclosure on 9/30/2024 reflects a \$0 balance.
 - There is no detail provided in the financial disclosure as to what banking institution was utilized to hold the

withdrawn funds and future employment income, as detailed below.

- December 2024: Melissa begins full-time employment and establishes access to group medical insurance coverage as a full-time nurse in Philadelphia, at the Hospital of Pennsylvania per her 2024 W-2 filed with the couple's jointly shared accountant.
 - Melissa, starting early December 2024 through present-day late March 2025 is earning full-time income and benefits from full medical insurance coverage while her Husband cannot work due to his disability.
 - Although still married, Husband is not offered access to medical benefits that could otherwise be provided to him as the marital relationship is not terminated at the start date of Melissa's employment status.
- Early January 2025: Husband secures a \$12,500 bridge loan to cover three months of condo costs (January-March 2025), paying \$3,500 per month to maintain the property in good standing with lenders, the HOA, the electric company, and the City of Philadelphia for property taxes.
- March 14, 2025: The condo remains unsold, with Husband's bridge loan funds covering costs through March 16, 2025.
- March 17, 2025: A new billing cycle begins, and Husband can no longer pay the \$3,500 monthly costs.
- April 17, 2025: The condo will start accruing late fees, and by this date, the mortgage lender may issue warnings, potentially initiating foreclosure proceedings if payments remain unmet in future billing periods.

Financial Analysis:

Cross-Reference with Bank Statements Melissa's Santander bank statements (12/21/21-09/30/24) provide insight into her financial behavior and contributions to joint expenses, including potential payments to Husband (Stephen Boerner) via Zelle.

Below is a summary of key financial activities relevant to the condo and Husband's support:

Banking Activity:

Melissa maintained only one checking account (Santander) throughout the relationship. This was the only checking account disclosed in her financial documentation. Statements were provided from December 5, 2021, through September 30, 2024.

Suspicious Financial Activity:

Evidence of deliberate fund concealment beginning August 19, 2024.

- Check #1500.00 was written to herself with no memo on August 19, 2024. This same check was deposited on August 20, 2024, into an undisclosed new bank account.
- Santander account closed on September 23, 2024, with the withdrawal of the remaining \$3,790.35. No disclosure of where these funds were transferred.

Zelle Payments to Stephen Boerner (Husband):

Pre-10/1/2023:

Melissa made 14 Zelle payments totaling \$18,555.00, starting with a \$5.00 payment on 05/23/22 and increasing to \$2,500.00 by 09/01/23.

These payments were consistent, typically \$1,200.00-\$1,400.00 monthly, following an informal, unstructured financial arrangement (e.g., support or shared expense contribution) while the couple lived together in Philadelphia.

10/1/2023-8/31/2024:

Melissa made 7 Zelle payments totaling \$7,313.50 (excluding the \$1,000.00 pass-through on 04/30/24 from Carol Boerner). Payments decreased in frequency and amount, with notable transactions including:

- \$1,250.00 and \$163.50 on 10/11/23,
- \$2,500.00 on 11/03/23
- \$800.00-\$1,000.00 payments in 2024 (04/25/24, 05/06/24, 05/28/24, 06/14/24).
- This period aligns with the couple's relocation to Florida, the rental of the condo, and their eventual separation.

8/31/2024-9/30/2024:

There were no Zelle payments to Stephen Boerner, consistent with Melissa's stated intent to discontinue contributions after the tenants vacated the condo.

Melissa's Venmo Activity:

Melissa's Venmo transactions show frequent small payments (\$12.00-\$50.00) and occasional large ones (e.g., \$4,000.00 on 03/11/22, \$1,500.00 on 07/28/23), totaling \$15,631.66 in debits and \$5,012.00 in credits over the statement period.

A significant \$4,500.00 cashout on 08/14/24 suggests preparation for account closure, followed by the final \$3,790.35 withdrawal on 09/25/24.

Stephen issued Venmo transactions to Melissa for spending money via Venmo at Melissa's request for "WAM" dollars - an abbreviation for "Walking around Money."

The dates and amounts are as follows:

- Nov 16, 2023: \$300
- Dec 1, 2023: \$500

- Jan 16, 2024: \$500
- Jan 30, 2024: \$750
- Feb 8, 2024: \$200
- March 4, 2024: \$750
- **TOTAL: \$3,000**

Stephen issued Venmo transactions to a cousin of Melissa Bemer, Karen Boyle, for a vacation scheduled for the end of July 2024. When Melissa quit her job, she was already out of Florida, with the Jeep owned by Stephen Boerner, spent a week at the vacation Stephen Boerner paid for, made no reimbursements to Stephen who did not attend due to the separation.

The dates and amounts are as follows:

- Oct 29, 2023: \$1,083
- June 23, 2023: \$494
- Jun 23, 2023: 494
- **TOTAL: \$2,071**

Melissa's Account Closure:

Melissa closed her Santander account on 09/23/24 with a \$3,790.35 withdrawal, just before the conclusion of the rental agreement with tenants who occupied the Philadelphia condominium jointly owned by Stephen & Melissa.

The lack of records post-closure obscures her financial activity from October 2024 onward, when she refused to contribute to the condo's \$3,500 monthly costs.

Melissa's Employment Status:

Melissa's Pennsylvania nursing license was reinstated on September 3, 2024 (verified through public databases).

Melissa began employment at Trustees of the University of Pennsylvania (Hospital of Pennsylvania) with 2024 income from this employment totaling \$3,809.15 (early December 2024 start date).

This employment information was discovered through a shared accountant who issued me Melissa's filing. This was unsolicited by Stephen.

Melissa's LinkedIn profile was not updated as of March 19, 2025. It still shows previous employment at Tampa General Hospital as an Emergency Room Nurse, which is inconsistent with her pattern of regularly updating her employment status on LinkedIn.

Potential Disclosure Issues:

Strategic account closure before new employment. No disclosure of new banking institution after Santander account closure.

There is no documentation of where the \$3,790.35 withdrawal was deposited. Employment status and income during the financial disclosure period (September-December 2024) were omitted from the documentation. The discrepancy between reinstated PA nursing license and lack of updated employment information.

Defendant's Response to Financial Disclosure Scrutiny:

The Husband notes that his financial disclosure was heavily scrutinized, particularly regarding large Venmo transactions.

These can be explained as relating to the renters in the Philadelphia condo from October 1, 2023 - September 30, 2024.

The lease agreement specifically noted "Venmo" as the platform of mutual agreement for rental-related transactions. The Husband served 100% of the landlord duties without assistance from Melissa.

Payments were split between two tenants (boyfriend/girlfriend under single lease) to a single Venmo account, with varying payment splits between tenants totaling \$2,800 monthly. Common splits included: \$1,400/\$1,400, \$1,200/\$1,600, and \$1,350/\$1,450. The security deposit of \$2,800 was returned in full in October 2024, split evenly between tenants (\$1,400 each).

Husband's Contributions:

From October 2023 to September 2024, Husband covered the \$700 monthly deficit (\$3,500 costs - \$2,800 rental income), totaling \$8,400 over 12 months. From October 2024 to March 16, 2025, Husband paid the full \$3,500 monthly costs, totaling \$21,000 over 6 months, exhausting his savings and requiring a \$12,500 bridge loan to cover January-March 2025.

Pennsylvania Family Law Analysis: Rights, Obligations, Court Expectations, and Typical Judgments

Under Pennsylvania family law, governed by Title 23 of the Domestic Relations Code, discontinuing financial contributions to a jointly owned marital property during divorce proceedings has significant legal implications.

Below, I analyze the rights and obligations of both parties, court expectations, and typical judgments in Delaware County, PA.

Property Ownership and Post-Separation Responsibilities Tenancy by the Entireties:

The condominium, purchased on April 15, 2022, during the marriage, is marital property held as tenants by the entireties, a form of joint ownership exclusive to married couples in Pennsylvania. Upon divorce, this converts to tenancy in common with equal one-half shares unless otherwise ordered by the court (Title 23, Chapter 35 § 3503).

Until the divorce is finalized, both parties remain jointly responsible for maintaining the property, including mortgage payments, HOA dues, property taxes, and utilities.

Post-Separation Responsibilities: After separation in July 2024, both Melissa and Husband retain legal obligations to the condo as co-owners.

- Pennsylvania law does not allow one spouse to unilaterally cease contributions to a jointly owned property without court approval, as this could be seen as waste or dissipation of marital assets. Melissa's refusal to contribute starting October 1, 2024, places an undue burden on her Husband, who has covered the full \$3,500 monthly costs (\$21,000 from October 2024 to March 2025).

Rights and Obligations of Both Parties Melissa's Obligations:

- As a co-owner, Melissa is legally obligated to contribute to the condo's maintenance until the property is sold or a court order reallocates responsibility. Her unilateral decision to stop payments violates the principle of equitable contribution, where both parties share financial burdens for marital property.
- Pennsylvania courts may view this as an attempt to dissipate marital assets, especially since Melissa began earning income as a nurse in December 2024 while Husband, disabled since March 2023, has no income.

Husband's Rights:

- Husband has the right to seek interim relief from the court under Title 23, Chapter 35 § 3502(f), which allows for partial distribution or assignment of marital property during divorce proceedings.
- He can request that Melissa be ordered to contribute her share of the condo costs or that the court allocate the condo to one party with an offset in the final equitable distribution.

- Husband's efforts to maintain the property (using savings and a bridge loan of \$12,500 written as a personal obligation, non-collateralized means this is marital debt) demonstrate good faith, strengthening position in court.

Husband's Obligations to the Marital Estate:

- The husband must continue to mitigate damages by maintaining the property to avoid foreclosure, which would diminish the marital estate.
- His \$12,500 bridge loan to cover January-March 2025 costs reflect this effort, but his inability to pay beyond March 16, 2025, risks foreclosure proceedings starting April 16, 2025.
- This bridge loan was secured as a personal obligation and was non-collateralized. This language allows it to be constituted as marital debt, with single-signer permissions to act unilaterally supported by Pennsylvania doctrine.

Court Expectations Equitable Distribution:

Pennsylvania is an equitable distribution state (Title 23, Chapter 35 § 3502), meaning courts divide marital property fairly, not necessarily equally, based on factors such as the length of the marriage (5 years), each party's income and employability, health, contributions to the marriage, and needs.

Melissa's full-time employment since December 2024 contrasts with her Husband's disability and lack of income, likely leading the court to expect her to contribute to the condo costs.

Interim Orders:

Courts expect parties to maintain the status quo during divorce proceedings. Melissa's refusal to contribute could prompt Husband to file a motion for an interim order, requiring her to resume payments or

face sanctions. Courts may also order the sale of the condo if it remains unsold, dividing the proceeds equitably. Transparency: Melissa's closure of her Santander account on 09/25/24 with a \$3,790.35 withdrawal, without disclosing where the funds went, violates the expectation of full financial disclosure during divorce. Courts expect both parties to provide complete financial records through December 2024, the end of the disclosure period. Her failure to do so could lead to an adverse inference that she is hiding assets.

Typical Judgments Contribution Order:

Delaware County courts often order the non-contributing spouse to pay their share of joint expenses retroactively. Melissa could be ordered to reimburse her husband for half of the condo costs (\$1,750/month) from October 2024 to March 2025, totaling \$10,500, plus any late fees accrued post-March 16, 2025.

Sale of the Property:

Given the condo's unsold status by March 14, 2025, the court may order its sale, with proceeds divided equitably. If foreclosure occurs, the court may attribute the loss in value to Melissa's non-contribution, adjusting the final distribution in Husband's favor.

Sanctions for Non-Disclosure:

Melissa's lack of financial records post-09/30/24 could result in sanctions, such as paying Husband's legal fees, or an adverse inference that the \$3,790.35 was used to hide assets, impacting her share of the marital estate.

Alimony Considerations:

Husband's disability and lack of income, contrasted with Melissa's employment, may lead the court to award him alimony pendente lite (during proceedings) or post-divorce alimony, especially given her termination of his health insurance benefits by quitting her job in July 2024.

Legal Implications of Melissa's Actions Waste of Marital Assets:

Melissa's refusal to contribute risks foreclosure, which would diminish the marital estate.

Courts may view this as waste, attributing the financial loss to her and reducing her share in the final distribution.

Bad Faith:

Her dismissive response to Husband's email and insult ("true colors") suggest a lack of good faith.

Combined with her account closure and non-disclosure, the court could question her credibility and intent, potentially impacting rulings on alimony or property division.

Impact on Husband's Health:

Melissa's decision to quit her job, cutting off Husband's medical benefits, exacerbated his PTSD and ADHD, as he lost access to medications and therapy.

This could be seen as a lack of consideration for Husband's needs, influencing the court's equitable distribution and alimony decisions.

Investigative Findings

Financial Burden on Husband:

Husband has borne the full financial burden of the condo since October 2023, paying \$8,400 in deficits during the rental period and \$21,000 from October 2024 to March 2025, totaling \$29,400.

Melissa's Zelle payments to Husband (\$25,868.50 from 05/23/22 to 06/14/24) likely contributed to shared expenses earlier, but her cessation of payments post-separation unfairly shifted the burden to Husband, who is disabled and without income.

Melissa's Financial Capacity:

Melissa's \$4,500.00 Venmo cashout on 08/14/24 and \$3,790.35 withdrawal on 09/25/24 indicate access to funds before ceasing contributions. Her full-time employment since December 2024 further suggests she has the capacity to contribute but has chosen not to, potentially to pressure Husband into selling the condo at a loss or to diminish his share of the marital estate.

Legal Non-Compliance:

Melissa's actions violate Pennsylvania's equitable distribution principles and disclosure requirements. Her refusal to contribute and failure to provide financial records post-09/30/24 could lead to court sanctions and an unfavorable distribution.

Impact on Divorce Proceedings:

Husband's good faith efforts to maintain the property, contrasted with Melissa's non-contribution and non-disclosure, position him favorably for interim relief, retroactive contribution orders, and a larger share of the marital estate. Melissa's actions may also increase her liability for alimony given Husband's disability and financial hardship. The legal approach should be strengthened regarding the pursuit of full alimony based on incomplete and potentially misleading financial disclosures.

For the Husband:

File a motion for interim relief in Delaware County Court, requesting that Melissa be ordered to contribute her share of the condo costs (\$1,750/month) retroactively from October 2024. Seek a court order to sell the condo if it remains unsold, and request sanctions against Melissa for non-disclosure of her financial records post-09/30/24.

For Melissa:

Provide full financial disclosure for October-December 2024 to avoid sanctions. Resume contributions to the condo to mitigate claims of waste and demonstrate good faith in the divorce proceedings.

For the Court:

Consider Husband's disability, Melissa's employment, and her non-contribution when determining equitable distribution and alimony. Order the sale of the condo and allocate proceeds to account for Husband's payments and any losses due to Melissa's actions.

Conclusion Melissa's unilateral discontinuation of financial contributions to the jointly owned condominium, combined with her non-disclosure of financial records post-account closure, violates Pennsylvania family law principles of equitable distribution and transparency.

Husband's efforts to maintain the property despite his disability highlight the inequity of Melissa's actions, likely leading to court orders for retroactive contributions, potential sanctions, and an adjusted distribution favoring Husband.

The condo's unsold status and impending foreclosure risk underscore the urgency of court intervention to resolve this financial dispute.