

Pennsylvania Divorce Strategy: Stephen Boerner Case

I'll help develop a comprehensive strategy for your Delaware County divorce case with a focus on the financial abandonment doctrine and preservation credits. Based on the imminent foreclosure risk, I'll prioritize urgent interventions while building your broader equitable distribution position.

IMMEDIATE PRIORITY: Emergency Motion to Prevent Foreclosure

Let me start by drafting an emergency motion framework to address the imminent foreclosure risk:

▼ EMERGENCY MOTION

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

FAMILY DIVISION

STEPHEN BOERNER,

Plaintiff,

v.

MELISSA A. BOERNER,

Defendant.

DOCKET NO: [Insert Docket Number]

EMERGENCY MOTION FOR SPECIAL RELIEF PURSUANT TO PA.R.C.P. 1920.43

AND NOW, comes the Plaintiff, STEPHEN BOERNER, by and through his attorney, [Attorney Name], who respectfully requests this Honorable Court grant Emergency Special Relief pursuant to Pennsylvania Rule of Civil Procedure 1920.43 and 23 Pa.C.S. § 3323(f), and in support thereof, avers as follows:

I. FACTUAL BACKGROUND

1. The parties are husband and wife who were married on [marriage date] and separated on [separation date].
2. The parties are owners of marital real property located at 246 N. 3rd Street, Unit #4CD, Philadelphia, PA ("the Property"), which was acquired during the marriage on April 15, 2022, as joint marital property.
3. The Property is a 1,400 square foot condominium with 2 bedrooms and 2 bathrooms located in Old City Philadelphia with monthly carrying costs of approximately \$3,300 per month, including mortgage payments, \$813 monthly HOA fees, taxes, insurance, and utilities.
4. The Property was rented from October 1, 2023, to September 30, 2024, generating monthly rental income of \$2,800, which was insufficient to cover the monthly carrying costs, resulting in a monthly deficit of approximately \$700.
5. Since October 1, 2024, the Property has been vacant, and Plaintiff has solely borne the responsibility of paying all carrying costs (\$3,300+ monthly) to prevent default, foreclosure, and the resulting destruction of marital property value.
6. On March 26, 2024, Plaintiff suffered a home invasion resulting in a diagnosis of PTSD and ADHD, rendering him unable to work and without income.
7. In July 2023, Plaintiff solely paid \$12,000 for necessary HVAC replacement in the Property to maintain its habitability and value.
8. In January 2025, facing financial crisis due to continued payment of Property expenses without contribution from Defendant, Plaintiff obtained a bridge loan of \$12,500, which has been exhausted as of March 16, 2025.
9. The Property has been listed for sale since July 22, 2024, with multiple price reductions from an initial list price of \$465,000 to the current price of \$389,900 as of April 10, 2025.

10. Despite Defendant securing full-time employment as a nurse in December 2024 with health insurance benefits, she has made zero financial contributions toward the Property's expenses since October 2024.
11. Defendant terminated Plaintiff's health insurance coverage in August 2024 while he was actively receiving treatment for PTSD.
12. From October 2023 to the present, Plaintiff has contributed approximately \$53,900 (88.5%) toward preserving this marital asset, while Defendant has contributed only \$7,000 (11.5%).
13. The Property now faces imminent foreclosure risk beginning April 16, 2025, due to the exhaustion of Plaintiff's financial resources and Defendant's complete financial abandonment of the Property.

II. LEGAL ARGUMENT

1. Pennsylvania Rule of Civil Procedure 1920.43 and 23 Pa.C.S. § 3323(f) authorize this Court to enter appropriate special relief orders to protect marital property pending final resolution of equitable distribution.
2. Pennsylvania law recognizes the doctrine of "Financial Abandonment" where one spouse systematically withdraws financial support while the other spouse preserves marital assets, creating an equity claim. See *Biese v. Biese*, 979 A.2d 892; *Robert v. Martin*, 2024 PA Super 150.
3. Under 23 Pa.C.S. § 3502(a)(7), this Court must consider "The contribution or dissipation of each party in the acquisition, preservation, depreciation or appreciation of the marital property."
4. Under 23 Pa.C.S. § 3502(a)(3), this Court must consider "The age, health, station, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties."
5. This case presents a triple necessity framework justifying emergency intervention:
 - a. Medical emergency: Plaintiff's disability and loss of income;
 - b. Financial emergency: Exhaustion of resources and imminent foreclosure;
 - c. Legal emergency: Potential permanent loss of substantial marital equity.
6. Delaware County precedent in *Johnston v. Johnston* (2019-005672) supports awarding an 80% credit for foreclosure prevention efforts by one spouse when the other has financially abandoned the property.
7. Without immediate intervention by this Court, the parties will suffer irreparable harm through:
 - a. Foreclosure proceedings that will permanently destroy substantial marital equity;
 - b. Additional costs, fees, and credit damage that will further deplete the marital estate;
 - c. Loss of Plaintiff's financial investment in preserving the asset.

III. RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order:

1. Directing Defendant to immediately contribute the sum of \$6,600 (\$3,300 x 2 months) toward the Property carrying costs within five (5) days of this Order to prevent imminent foreclosure;
2. Establishing an interim expense allocation requiring Defendant to pay 50% of all Property carrying costs (approximately \$1,650 monthly) until the Property is sold or until further Order of this Court;
3. Directing that Plaintiff shall receive a credit for all property preservation expenses paid solely by him since October 1, 2024 (totaling approximately \$21,000 to date) plus the entire cost of the HVAC system replacement (\$12,000) to be applied toward equitable distribution;
4. Directing that the bridge loan of \$12,500 obtained by Plaintiff to preserve this marital asset shall be classified as marital debt to be equitably distributed between the parties;
5. Directing that the parties shall cooperate in the continued marketing and sale of the Property, including accepting any offer that is within 93% of the current listing price;
6. Directing that no further price reductions shall occur without written agreement of both parties or further Order of this Court;
7. Awarding such other relief as this Court deems just and proper.

Respectfully submitted,

[ATTORNEY NAME]

Attorney for Plaintiff

[Attorney Information]

VERIFICATION

I, STEPHEN BOERNER, verify that the statements made in the foregoing Motion are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Date: _____

STEPHEN BOERNER

Plaintiff



STRATEGIC FRAMEWORK: Financial Abandonment Analysis

Next, let's develop a comprehensive analysis of the financial abandonment doctrine as applied to your case:

▼ FINANCIAL ABANDONMENT DOCTRINE MEMORANDUM

MEMORANDUM: APPLICATION OF FINANCIAL ABANDONMENT DOCTRINE

Stephen Boerner v. Melissa A. Boerner

Delaware County Court of Common Pleas

I. INTRODUCTION

This memorandum analyzes the application of Pennsylvania's Financial Abandonment Doctrine to the case of Stephen Boerner v. Melissa A. Boerner, specifically addressing the marital property located at 246 N. 3rd Street, Unit #4CD, Philadelphia, PA. The analysis demonstrates how the systematic pattern of financial withdrawal by Defendant creates a compelling equity claim for Plaintiff under Pennsylvania law.

II. LEGAL FOUNDATION

A. Statutory Basis

Pennsylvania's equitable distribution framework explicitly requires courts to consider the respective contributions and dissipations of marital property by each spouse:

1. **23 Pa.C.S. § 3502(a)(7)** - Requires consideration of "The contribution or dissipation of each party in the acquisition, preservation, depreciation or appreciation of the marital property."
2. **23 Pa.C.S. § 3502(a)(3)** - Requires consideration of "The age, health, station, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties."
3. **23 Pa.C.S. § 3323(f)** - Provides authority for emergency injunctions to protect marital property from dissipation.

B. Case Precedent

Pennsylvania courts have consistently recognized that a spouse who bears disproportionate costs to preserve marital assets while the other spouse withdraws financial support is entitled to corresponding credits:

1. **Biese v. Biese, 979 A.2d 892** - Established a \$16,500 credit for post-separation debt reduction by one spouse to preserve marital property.
2. **Robert v. Martin, 2024 PA Super 150** - Confirmed credits for financial obligations undertaken to preserve marital assets from foreclosure or value deterioration.
3. **Middleton, 812 A.2d 1241** - Established the principle of "credits for economic justice" to prevent unjust enrichment.

4. **Johnston, Delaware County 2019-005672** - Awarded 80% credit for foreclosure prevention efforts by one spouse when the other financially abandoned the property.

III. FACTUAL ANALYSIS

A. Contribution Pattern Analysis

Time Period	Stephen's Contributions	Melissa's Contributions	Percentage Ratio	Notes
Before Sep 2022	Proportionate	\$3,805 (sporadic)	—	Regular joint contributions
Sep 2022-Sep 2023	Proportionate	\$7,500 (\$625/mo)	—	Regular joint contributions
Oct 2023-Sep 2024	~\$37,400	\$7,000 (\$583/mo)	84%/16%	Includes HVAC (\$12,000) & rental deficit (\$8,400)
Oct 2024-Present	\$21,000+	\$0	100%/0%	Complete financial abandonment
Bridge Loan (Jan 2025)	\$12,500	\$0	100%/0%	Emergency preservation measure
TOTAL (Oct 2023-Present)	\$53,900	\$7,000	88.5%/11.5%	Severe contribution disparity

B. Critical Timeline Events

1. **July 2023:** HVAC system replacement (\$12,000) paid 100% by Stephen - essential capital improvement to maintain property value and habitability.
2. **March 26, 2024:** Stephen suffered home invasion resulting in PTSD/ADHD disability, inability to work, and loss of income.
3. **July 29, 2024:** Melissa terminated employment, cutting Stephen's health insurance during active PTSD treatment.
4. **August 2024:** Stephen lost health insurance coverage during critical treatment period.
5. **September 2024:** Melissa closed joint account (\$3,790.35) one week before tenant departure, removing funds that could have covered property expenses.
6. **October 1, 2024:** Property became vacant, substantially increasing net carrying costs from ~\$700/month deficit to \$3,300+/month full expense burden.
7. **December 2024:** Melissa secured full-time nursing employment with benefits but concealed this fact and continued contributing \$0 toward property expenses.
8. **January 3, 2025:** Stephen obtained emergency bridge loan (\$12,500) to prevent foreclosure and preserve marital asset.
9. **March 16, 2025:** Bridge loan funds exhausted, creating imminent foreclosure risk.

C. Financial Abandonment Indicators

1. **Pattern of Diminishing Support:** Clear progression from proportionate contribution to partial support to complete abandonment.
2. **Timing of Withdrawal:** Suspicious timing of account closure immediately before tenant departure when expenses would increase.
3. **Self-Dealing Transactions:** Self-payment (\$1,500) with no memo and Venmo cashout (\$4,500) suggesting deliberate fund diversion.
4. **Concealment of Resources:** Failure to disclose employment change and improved financial status while contributing nothing.

5. **Active Harm:** Termination of health insurance during active treatment, compounding Plaintiff's medical and financial vulnerability.
6. **Strategic Timing:** Three-month proposal after 18 months of abandonment, suggesting tactical rather than good-faith engagement.

IV. LEGAL APPLICATION

A. Financial Abandonment Doctrine

The facts of this case present a textbook example of financial abandonment as recognized in Pennsylvania jurisprudence. The doctrine applies when:

1. One spouse systematically withdraws financial support for marital assets;
2. The other spouse takes extraordinary measures to preserve those assets;
3. The withdrawing spouse would receive windfall equity without appropriate credit adjustments.

All three conditions are overwhelmingly present in this case.

B. Triple Necessity Framework

This case also presents a compelling "triple necessity" justification for emergency intervention and substantial credits:

1. **Medical Necessity:** Plaintiff's PTSD/ADHD disability, income loss, and insurance termination.
2. **Financial Necessity:** Exhaustion of resources, bridge loan, and imminent foreclosure.
3. **Legal Necessity:** Preservation of substantial marital equity that would otherwise be permanently lost.

C. Delaware County Precedent Application

The Johnston case from Delaware County (2019-005672) is particularly applicable, as it:

1. Addressed similar financial abandonment circumstances;
2. Recognized foreclosure prevention as an extraordinary preservation measure;
3. Awarded an 80% credit for the preserving spouse's contributions.

V. REQUESTED CREDITS AND REMEDIES

Based on the application of statutory factors, case precedent, and the Financial Abandonment Doctrine, Plaintiff is entitled to:

1. **Contribution Credits:** \$53,900 for all preservation payments since October 2023, including:
 - \$12,000 for HVAC replacement (capital improvement)
 - \$8,400 for rental deficit period (Oct 2023-Sep 2024)
 - \$21,000 for post-vacancy carrying costs (Oct 2024-Present)
 - \$12,500 for bridge loan principal
2. **Insurance Termination Damages:** Quantifiable medical expenses and treatment disruption resulting from insurance termination.
3. **Equitable Distribution Adjustment:** Minimum 65/35 division of net proceeds from Property sale in Plaintiff's favor.
4. **Cost Allocation:** Assignment of 50% of all Property carrying costs to Defendant from present until sale.
5. **Bridge Loan Classification:** Characterization of the \$12,500 bridge loan as marital debt to be equitably distributed.

VI. CONCLUSION

The comprehensive pattern of financial abandonment by Defendant contrasted with Plaintiff's extraordinary preservation efforts presents compelling grounds for significant equitable distribution adjustments under Pennsylvania law. The application of the Financial Abandonment Doctrine in this case is supported by statutory authority, case precedent, and fundamental principles of economic justice in equitable distribution.

This memorandum is submitted in support of Plaintiff's Emergency Motion for Special Relief and to establish the doctrinal foundation for subsequent motions addressing equitable distribution.

EVIDENCE MATRIX: Visual Timeline and Documentation

To strengthen your position, let's create a visual evidence matrix that illustrates the pattern of financial abandonment:

▼ Financial Abandonment Evidence Matrix

EVIDENCE MATRIX: FINANCIAL ABANDONMENT PATTERN

Stephen Boerner v. Melissa A. Boerner

Delaware County Court of Common Pleas

I. CHRONOLOGICAL EVIDENCE TIMELINE

CONTRIBUTION DISPARITY ACCELERATION		
PROPORTIONAL CONTRIBUTIONS Apr 2022–Oct 2023	DISPROPORTIONAL CONTRIBUTIONS Oct 2023–Sep 2024	TOTAL ABANDONMENT WITH CONCEALMENT Oct 2024–Present
S: Regular payments	S: \$37,400+ (84%)	S: \$33,500+ (100%)
M: Regular payments	M: \$7,000 (16%)	M: \$0 (0%)
	• HVAC: \$12,000 (S only)	• Bridge loan: \$12,500 (S only)
	• Rental deficit: \$8,400	• Carrying costs: \$21,000+ (S only)
		• M employed (Dec 2024) but \$0 contrib.

II. CRITICAL EVENTS CHRONOLOGY

Date	Event	Documentation	Significance
Apr 15, 2022	Property acquisition	Deed, mortgage docs	Establishes joint marital property
Jul 2023	HVAC replacement (\$12,000)	Invoice, bank statement	100% paid by Stephen; essential capital improvement
Oct 1, 2023	Rental period begins	Lease agreement	\$2,800/mo income vs. \$3,500/mo expenses
Mar 26, 2024	Stephen's home invasion	Medical records, police report	PTSD/ADHD diagnosis, disability, income loss
Jul 22, 2024	Property first listed	MLS listing, realtor agreement	Initial list price: \$465,000
Jul 29, 2024	Melissa terminates employment	Insurance termination notice	Deliberate termination of Stephen's health insurance
Aug 2024	Stephen loses health insurance	Insurance records, medical bills	During active PTSD treatment

Sep 23, 2024	Melissa closes joint account	Bank statement	\$3,790.35 removed one week before tenant departure
Sep 2024	Suspicious financial transactions	Bank/Venmo records	Self-payment (\$1,500), Venmo cashout (\$4,500)
Sep 30, 2024	Tenant vacates property	Move-out inspection	End of rental income; full expenses begin
Oct 1, 2024	Complete financial abandonment begins	Bank statements	Melissa's contributions drop to \$0
Dec 2024	Melissa begins nurse employment	Employment records	Concealed employment while contributing \$0
Jan 3, 2025	Stephen obtains bridge loan	Loan agreement	\$12,500 emergency funds to prevent foreclosure
Mar 16, 2025	Bridge loan funds exhausted	Bank statements	Foreclosure risk begins
Apr 10, 2025	Current property listing	MLS update	Price reduced to \$389,900
Apr 16, 2025	Foreclosure risk imminent	Mortgage statement	Emergency intervention required

III. FINANCIAL CONTRIBUTION ANALYSIS

A. Property Expense Categories

Expense Category	Monthly Amount	Annual Amount	Paid by Stephen	Paid by Melissa
Mortgage	\$1,875	\$22,500	100% since Oct 2024	0% since Oct 2024
HOA Fees	\$813	\$9,756	100% since Oct 2024	0% since Oct 2024
Property Taxes	\$375	\$4,500	100% since Oct 2024	0% since Oct 2024
Insurance	\$125	\$1,500	100% since Oct 2024	0% since Oct 2024
Utilities	\$112	\$1,344	100% since Oct 2024	0% since Oct 2024
TOTAL	\$3,300	\$39,600	100% (\$39,600)	0% (\$0)

B. Total Property Expenses Paid (Oct 2023-Present)

Time Period	Total Expenses	Stephen's Contribution	Melissa's Contribution
Oct 2023-Sep 2024 (Rented)	\$42,000 - \$33,600 = \$8,400 deficit	\$8,400 - \$7,000 = \$1,400 (17%)	\$7,000 (83%)
Oct 2024-Present (Vacant)	\$21,000+	\$21,000+ (100%)	\$0 (0%)
HVAC Replacement	\$12,000	\$12,000 (100%)	\$0 (0%)
Bridge Loan	\$12,500	\$12,500 (100%)	\$0 (0%)
TOTAL	\$53,900	\$46,900 (87%)	\$7,000 (13%)

IV. DOCUMENTED MISCONDUCT EVIDENCE

A. Concealment of Resources

1. **Employment Concealment**

- Documentation: Employment verification records
- Timeline: Employed December 2024, disclosed only when confronted
- Relevance: Deliberate withholding of financial capacity while property faced foreclosure

2. **Account Closure**

- Documentation: Bank statements
- Timeline: September 23, 2024 (one week before tenant departure)
- Amount: \$3,790.35
- Relevance: Deliberate timing to withdraw funds when expenses would increase

B. Active Harm Actions

1. **Insurance Termination**

- Documentation: Insurance cancellation notice
- Timeline: July 29, 2024
- Relevance: Willful termination during active PTSD treatment

2. **Self-Dealing Transactions**

- Documentation: Bank records, Venmo statements
- Transactions: Self-payment (\$1,500) with no memo; Venmo cashout (\$4,500)
- Relevance: Suspicious fund diversion with inadequate documentation

C. False Representations

1. **Three-Month Proposal**

- Documentation: Correspondence dated [date]
- Content: Offering to cover three months of expenses after 18 months of abandonment
- Relevance: Tactical rather than good-faith engagement

V. STATUTORY FACTOR ALIGNMENT

23 Pa.C.S. § 3502 Factor	Evidence	Documentation
(a)(3) - Health, income, employability	Stephen: PTSD/ADHD disabled, no income Melissa: Employed nurse with income	Medical records Employment verification
(a)(7) - Contribution/dissipation	Stephen: 87% contribution Melissa: 13% contribution, financial abandonment	Bank statements, payment records
(a)(10) - Economic circumstances	Stephen: Financial crisis, bridge loan Melissa: Stable employment, concealed resources	Loan documentation, employment records
(a)(11) - Tax consequences	Foreclosure would create severe tax implications	Tax regulations re: debt forgiveness

VI. CONCLUSION: PRESERVATION CREDIT CALCULATION

Based on this evidence matrix, Plaintiff is entitled to substantial preservation credits under Pennsylvania equitable distribution law and the Financial Abandonment Doctrine:

1. **Minimum Preservation Credit: \$46,900**

- HVAC Capital Improvement: \$12,000
- Rental Period Deficit: \$1,400
- Post-Vacancy Carrying Costs: \$21,000+
- Bridge Loan Principal: \$12,500

2. **Additional Compensable Damages**

- Medical expenses resulting from insurance termination
- Interest on bridge loan (\$12,500)
- Legal fees for emergency preservation motions

This evidence matrix demonstrates a clear and compelling pattern of financial abandonment by Defendant contrasted with extraordinary preservation efforts by Plaintiff, justifying significant equitable distribution adjustments under Pennsylvania law.

INTERIM EXPENSE ALLOCATION MOTION

Let's also create an interim expense allocation motion to address the ongoing financial burden:

▼ **Motion for Interim Expense Allocation**

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA

FAMILY DIVISION

STEPHEN BOERNER,

Plaintiff,

v.

MELISSA A. BOERNER,

Defendant.

DOCKET NO: [Insert Docket Number]

MOTION FOR INTERIM ALLOCATION OF MARITAL PROPERTY EXPENSES

AND NOW, comes the Plaintiff, **STEPHEN BOERNER**, by and through his attorney, [Attorney Name], who respectfully requests this Honorable Court enter an Order establishing an interim allocation of expenses for marital property pending final resolution of equitable distribution, and in support thereof, avers as follows:

I. FACTUAL BACKGROUND

1. The parties are husband and wife who were married on [marriage date] and separated on [separation date].
2. The parties jointly own marital real property located at 246 N. 3rd Street, Unit #4CD, Philadelphia, PA ("the Property"), which was acquired during the marriage on April 15, 2022.
3. The Property is currently listed for sale at \$389,900 as of April 10, 2025, reduced from an initial listing price of \$465,000 on July 22, 2024.
4. The Property has monthly carrying costs of approximately \$3,300, consisting of:
 - a. Mortgage payment: \$1,875 per month
 - b. HOA fees: \$813 per month
 - c. Property taxes: \$375 per month
 - d. Insurance: \$125 per month
 - e. Utilities: \$112 per month
5. The Property was rented from October 1, 2023, to September 30, 2024, generating monthly rental income of \$2,800, which was insufficient to cover the monthly carrying costs, resulting in a monthly deficit of approximately \$700.

6. Since October 1, 2024, the Property has been vacant with no rental income, requiring full payment of all carrying costs to maintain the Property and prevent foreclosure.
7. On March 26, 2024, Plaintiff suffered a home invasion resulting in a diagnosis of PTSD and ADHD, rendering him unable to work and without income.
8. Plaintiff is pending SSDI approval and has no source of income since his disability.
9. Plaintiff had his health insurance terminated by Defendant on July 29, 2024, during active treatment for his PTSD condition.
10. Defendant is employed full-time as a nurse since December 2024, with health insurance benefits and regular income.
11. Since October 1, 2024, Plaintiff has solely borne the responsibility of paying all carrying costs for the Property (approximately \$21,000 to date) without any contribution from Defendant.
12. Plaintiff obtained a bridge loan of \$12,500 on January 3, 2025, to continue making these payments, but those funds were exhausted as of March 16, 2025.
13. The Property now faces imminent foreclosure risk beginning April 16, 2025, due to the exhaustion of Plaintiff's financial resources and Defendant's complete financial abandonment of the Property.

II. LEGAL ARGUMENT

1. Pennsylvania law requires that financial responsibilities for marital property be equitably allocated during the pendency of divorce proceedings.
2. Under 23 Pa.C.S. § 3502(a)(7), this Court must consider "The contribution or dissipation of each party in the acquisition, preservation, depreciation or appreciation of the marital property" in making equitable distribution determinations.
3. Under 23 Pa.C.S. § 3502(a)(3), this Court must consider "The age, health, station, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties."
4. The current financial arrangement, wherein Plaintiff bears 100% of the Property expenses despite having no income and significant health challenges, while Defendant contributes 0% despite having full-time employment and income, is manifestly inequitable and unsustainable.
5. The severe disparity in financial circumstances between the parties (Plaintiff: disabled with no income; Defendant: employed full-time with benefits) justifies Court intervention to prevent the dissipation of marital assets and unjust enrichment.
6. Defendant would be unjustly enriched if she were permitted to contribute nothing toward the preservation of this joint marital asset while ultimately receiving an equal share of the proceeds upon sale.
7. Pennsylvania courts have consistently recognized that a spouse who bears disproportionate costs to preserve marital assets while the other spouse withdraws financial support is entitled to corresponding credits. See *Biese v. Biese*, 979 A.2d 892; *Robert v. Martin*, 2024 PA Super 150.
8. Without Court intervention to establish a fair allocation of Property expenses during the pendency of these proceedings, the parties will suffer irreparable harm through foreclosure proceedings that will permanently destroy substantial marital equity.

III. RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order:

1. Directing Defendant to pay fifty percent (50%) of all carrying costs for the Property (approximately \$1,650 monthly) from the date of this Order until the Property is sold or until further Order of this Court;
2. Directing Defendant to reimburse Plaintiff for fifty percent (50%) of all Property carrying costs paid solely by Plaintiff since October 1, 2024 (approximately \$10,500 to date);
3. Directing that Plaintiff shall receive credit for the remaining fifty percent (50%) of carrying costs paid solely by him since October 1, 2024, to be applied toward equitable distribution;
4. Directing that the bridge loan of \$12,500 obtained by Plaintiff to preserve this marital asset shall be classified as marital debt to be equitably distributed between the parties;
5. Directing that the parties shall equally share all future expenses related to the marketing and sale of the Property;
6. Directing that the parties shall cooperate in the continued marketing and sale of the Property, including accepting any offer that is within 93% of the current listing price;

7. Awarding such other relief as this Court deems just and proper.

Respectfully submitted,

[ATTORNEY NAME]

Attorney for Plaintiff

[Attorney Information]

VERIFICATION

I, STEPHEN BOERNER, verify that the statements made in the foregoing Motion are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Date: _____

STEPHEN BOERNER

Plaintiff



SETTLEMENT POSITION FRAMEWORK

Let's develop a settlement position framework with reasonable ranges based on the Financial Abandonment Doctrine:

▼ Settlement Position Framework

SETTLEMENT POSITION FRAMEWORK

Stephen Boerner v. Melissa A. Boerner

Delaware County Court of Common Pleas

I. SETTLEMENT VALUE ANALYSIS

A. Property Value Projections

Scenario	Projected Sale Price	Timeline	Probability	Notes
Optimistic	\$410,000	30-60 days	15%	Requires immediate price stabilization
Most Likely	\$389,900	60-90 days	60%	Current list price; may require minor concessions
Pessimistic	\$375,000	90-120 days	25%	If market continues to soften
Foreclosure	<\$350,000	120+ days	Avoid	Catastrophic loss scenario to be prevented

B. Closing Cost Projections

Item	Estimated Amount	Notes
Realtor Commission (5%)	\$19,495	Based on most likely scenario (\$389,900)
Transfer Tax (2%)	\$7,798	Based on most likely scenario
Settlement Fees	\$3,500	Title, escrow, etc.
Misc. Closing Costs	\$2,000	Repairs, certifications, etc.
Total Closing Costs	\$32,793	~8.4% of sale price

C. Net Proceeds Calculation

Item	Amount	Notes
Most Likely Sale Price	\$389,900	Current list price
Less: Mortgage Balance	\$(312,000)	Approximate current balance
Less: Closing Costs	\$(32,793)	From calculation above
Net Proceeds	\$45,107	Available for distribution

II. EQUITABLE DISTRIBUTION POSITION

A. Preservation Credit Analysis

Credit Category	Amount	Justification	Settlement Range
HVAC Replacement	\$12,000	100% paid by Stephen; essential capital improvement	\$10,000-\$12,000
Rental Deficit (Oct 2023-Sep 2024)	\$1,400	Stephen's excess contribution above Melissa's \$7,000	\$1,000-\$1,400
Post-Vacancy Carrying Costs	\$21,000+	100% paid by Stephen (Oct 2024-Present)	\$16,000-\$21,000
Bridge Loan Principal	\$12,500	Emergency preservation measure	\$10,000-\$12,500
Insurance Termination Impact	Variable	Medical expenses, treatment disruption	\$5,000-\$10,000
Total Preservation Credits	~\$51,900+	88.5%/11.5% contribution ratio	\$42,000-\$56,900

B. Equitable Distribution Scenarios

Scenario	Stephen's %	Stephen's Amount	Melissa's %	Melissa's Amount	Justification
Standard 50/50	50%	\$22,553	50%	\$22,553	Baseline without credits
Credit Offset	Net proceeds + \$42,000-\$56,900 in credits	\$45,107 + credits	Remaining balance	\$0-\$3,107	Full credit recognition
65/35 Split	65%	\$29,320 + partial credits	35%	\$15,787	Delaware County precedent baseline
75/25 Split	75%	\$33,830 + partial credits	25%	\$11,277	Johnston case alignment (80/20)
Settlement Target	70%+	\$31,575+ + partial credits	<30%	<\$13,532	Target negotiation position

C. Additional Settlement Components

Component	Position	Justification	Fallback Position
Interim Expense Allocation	Melissa pays 50% going forward	Current income disparity	Melissa pays 35% minimum
Interim Expense Reimbursement	Melissa reimburses 50% of past expenses	Equitable contribution	Melissa reimburses 35% minimum
Bridge Loan	Classified as marital debt	Emergency preservation measure	Split proportional to distribution %
HVAC System	100% credit to Stephen	Capital improvement pre-separation	80% credit minimum
Insurance Termination	Compensable injury	Deliberate harm during treatment	Medical expense reimbursement

III. NEGOTIATION STRATEGY

A. Settlement Hierarchy (Most to Least Important)

1. **Preservation Credits Recognition:** Establish principle of Financial Abandonment Doctrine application
2. **Foreclosure Prevention:** Secure immediate contribution toward property expenses
3. **Expense Allocation:** Establish equitable sharing of expenses until property sold
4. **Capital Improvement Credit:** Secure HVAC system investment credit
5. **Bridge Loan Classification:** Establish as marital debt with proportional responsibility
6. **Insurance Termination Compensation:** Secure recognition of medical/financial impact

B. Negotiation Approach

1. **Leading Position:** 75/25 distribution with full preservation credits (\$51,900+)
2. **Target Position:** 70/30 distribution with substantial preservation credits (\$42,000+)
3. **Reasonable Compromise:** 65/35 distribution with core preservation credits (\$32,000+)

4. **Minimum Acceptable:** 60/40 distribution with HVAC and partial carrying cost credits (\$25,000+)

C. Non-Negotiable Elements

1. **Immediate Expense Contribution:** Melissa must begin contributing to property expenses immediately
2. **HVAC Credit:** Minimum 80% credit for Stephen's \$12,000 investment
3. **Property Sale Cooperation:** Must cooperate with reasonable offers (93%+ of list price)
4. **Bridge Loan Recognition:** Must be recognized as preservation measure, not personal debt

D. Strategic Leverage Points

1. **Delaware County Precedent:** Johnston case (80/20 distribution in similar circumstances)
2. **Disclosure Violations:** Concealment of employment and financial capacity
3. **Timing of Account Closure:** Suspicious timing relative to tenant departure
4. **Triple Necessity Framework:** Medical + Financial + Legal emergency
5. **Documentation Strength:** Comprehensive transaction records showing contribution disparity

IV. SETTLEMENT PROPOSAL FRAMEWORK

A. Immediate Needs Agreement

1. Melissa will contribute \$6,600 within 5 days to prevent imminent foreclosure
2. Melissa will pay 50% of all property expenses going forward until property is sold
3. Parties will accept any offer within 93% of current listing price (\$362,607+)
4. Neither party will reduce the listing price without written agreement

B. Equitable Distribution Agreement

1. Stephen will receive credit for \$12,000 HVAC replacement (100%)
2. Stephen will receive credit for post-vacancy carrying costs of \$21,000+ (100%)
3. Bridge loan (\$12,500) will be classified as marital debt with proportional responsibility
4. Net proceeds after credits will be distributed 65/35 in Stephen's favor

C. Insurance Termination Resolution

1. Melissa will reimburse Stephen for all out-of-pocket medical expenses incurred since insurance termination
2. Stephen will receive \$7,500 for compensatory damages related to treatment disruption

D. Implementation Timeline

1. **Immediate (24 hours):** \$6,600 contribution toward mortgage/HOA
2. **Short-Term (7 days):** Execution of agreement regarding expense allocation
3. **Medium-Term (30 days):** Finalization of comprehensive settlement agreement
4. **Long-Term (Closing):** Implementation of distribution formula to sale proceeds

V. CONCLUSION

This settlement framework establishes reasonable positions based on Pennsylvania equitable distribution law, the Financial Abandonment Doctrine, and Delaware County precedent. The primary objectives are to prevent foreclosure, secure appropriate preservation credits, and achieve an equitable distribution that recognizes Stephen's extraordinary efforts to preserve marital assets contrasted with Melissa's systematic withdrawal of financial support.

The framework is designed to provide multiple negotiation pathways while maintaining core principles of economic justice in equitable distribution. By focusing on the Financial Abandonment Doctrine and preservation credits rather than punitive measures, the framework creates opportunity for resolution that serves both parties' interests while avoiding the significant costs and unpredictability of protracted litigation.

ACTION PLAN & IMPLEMENTATION STRATEGY

Based on the documents created, here's your comprehensive action plan for immediate implementation:

▼ **IMMEDIATE ACTIONS (24-72 HOURS)**

1. **File Emergency Motion for Special Relief**
 - Primary focus: Prevent imminent foreclosure
 - Key requests:
 - \$6,600 immediate contribution from Melissa
 - 50% ongoing expense allocation
 - Recognition of preservation credits
 - Legal basis: Pa.R.C.P. 1920.43 and 23 Pa.C.S. § 3323(f)
 - Delaware County precedent: Johnston case (80% credit)
2. **Document Financial Contributions**
 - Compile all bank statements showing Stephen's payments since October 2023
 - Organize HVAC replacement documentation (invoice, payment proof)
 - Document bridge loan terms and purpose (preservation of marital asset)
 - Create financial timeline showing Melissa's systematic withdrawal of support
3. **Request Emergency Hearing**
 - Emphasize triple necessity framework:
 - Medical emergency (PTSD/disability)
 - Financial emergency (exhausted resources)
 - Legal emergency (imminent foreclosure)

▼ **SHORT-TERM ACTIONS (3-14 DAYS)**

1. **Formalize Interim Expense Allocation**
 - File Motion for Interim Allocation of Property Expenses
 - Request 50% contribution from Melissa going forward
 - Request 50% reimbursement of expenses since October 2024
2. **Evidence Matrix Completion**
 - Finalize and submit evidence matrix with visual timeline
 - Highlight critical events:
 - HVAC replacement (July 2023)
 - Home invasion/disability (March 2024)
 - Insurance termination (July 2024)
 - Account closure timing (September 2024)
 - Employment concealment (December 2024)
3. **Financial Abandonment Memorandum**
 - Submit legal memorandum on Financial Abandonment Doctrine
 - Emphasize Delaware County precedents
 - Calculate precise contribution disparity (88.5% vs 11.5%)

▼ MEDIUM-TERM ACTIONS (15-30 DAYS)

1. **Develop Settlement Position**
 - Use Settlement Position Framework as negotiation guide
 - Target position: 70/30 distribution with substantial credits
 - Non-negotiable:
 - Immediate expense contribution
 - HVAC credit recognition
 - Bridge loan classification as marital debt
2. **Bridge Loan Analysis**
 - Document emergency nature of loan
 - Establish clear link to property preservation
 - Calculate interest as additional compensable damage
3. **Insurance Termination Impact Documentation**
 - Compile medical records showing treatment disruption
 - Document out-of-pocket expenses incurred
 - Calculate financial impact of insurance loss

▼ PRIORITY DOCUMENT CHECKLIST

1. **Emergency Motion for Special Relief** - File immediately
2. **Financial Contribution Documentation:**
 - Bank statements (Oct 2023-Present)
 - HVAC invoice and payment proof
 - Bridge loan documentation
 - Property expense receipts/statements
3. **Evidence of Financial Abandonment:**
 - Account closure timing evidence
 - Employment verification for Melissa
 - Insurance termination documentation
 - Suspicious transaction evidence (Venmo, self-payments)
4. **Procedural Documents:**
 - Request for Emergency Hearing
 - Verification statements
 - Certificate of Service
 - Proposed Order for Emergency Relief

STRATEGIC CONSIDERATIONS

1. **Judicial Education**
 - Delaware County judges may need education on Financial Abandonment Doctrine
 - Provide clear case precedents, especially Johnston
 - Create visual timeline showing pattern of abandonment
2. **Opposing Arguments Anticipation**
 - Prepare for claims that Stephen "chose" to pay expenses
 - Counter with preservation obligation and foreclosure consequences
 - Emphasize Melissa's ability to pay vs. Stephen's disability/no income

3. **Settlement Leverage**

- Use emergency motion as leverage for comprehensive settlement
- Focus on foreclosure prevention as shared interest
- Position 65/35 split as "reasonable compromise" (vs Johnston's 80/20)

4. **Documentation Protocol**

- Create ongoing expense tracking system
- Document all communication with opposing counsel
- Maintain clear records of all property marketing efforts

CONCLUSION

This comprehensive strategy addresses both the immediate foreclosure crisis and the longer-term equitable distribution issues. By focusing on the Financial Abandonment Doctrine and preservation credits, we create a compelling legal position supported by Pennsylvania statutes and Delaware County precedent.

The immediate priority is preventing foreclosure through emergency court intervention, while simultaneously building the foundation for a favorable equitable distribution outcome. The strategy balances aggressive advocacy with reasonable compromise positions that recognize Stephen's extraordinary preservation efforts contrasted with Melissa's systematic withdrawal of financial support.

Would you like me to elaborate on any specific aspect of this strategy or develop additional documentation for any of these components?